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**The Solicitors' Journal**  
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(ESTABLISHED IN 1857.)

LONDON, JANUARY 8, 1916.

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All letters intended for publication must be authenticated by the name  
of the writer.

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Current Topics.

A New Trustee Stock.

WE PRINT elsewhere a notice under the Colonial Stock Act, 1900, from which it appears that South Australian 5 per Cent. Inscribed Stock (1921-1922) is now a trustee investment, but subject to the restrictions in Section 2 (2) of the Trustee Act, 1893.

The Issue of Emergency Statutes.

WE COMMENCE to print this week the statutes which have been passed since last summer. The printing of the statutes in such a manner as to suit the convenience of our readers has in the past year presented some difficulty. At the beginning of the war we adopted the plan of giving at once all Emergency Legislation so far as was practicable, and we have tried to carry this out within the space at our disposal; and where all the statutes, &c., could not be printed at once, we have selected the more urgent ones for printing first, regardless of their order on the Statute Book. But this, though convenient for temporary purposes, is not suitable for the permanent form in which we print the statutes year by year. Last year we incorporated them in the permanent issue by reference to the pages in which they had already appeared in the *Journal*; but this plan is not altogether convenient. We propose now to print the statutes in the usual permanent form, but since this will necessarily postpone some of immediate importance, we shall also print in these pages those which it is necessary to give at once, and then repeat them subsequently. Thus we print this week the Increase of Rent, &c., Act, which, in its proper order, would be postponed to others of less immediate interest. It may be hoped that the need for these special arrangements will soon be at an end.

The Public Trustee's New Offices.

WE ARE glad to congratulate the Public Trustee on his removal to his new offices, as well for the sake of himself and his staff as for the additional convenience which this will afford to the public who have to do business with him. We have not

altered our views on individualism and its advantages, and at the present moment, when the nation as a whole has gone over—it may be only “for the period of the war”—to a vast system of State control, it is important to keep individualism in view as the sound policy for ordinary purposes; but, on the other hand, we have recognized the utility of the Public Trustee in his own sphere, and if officialism to some extent we must have, it is satisfactory that in the Public Trustee's Office, as at the Land Registry, there is a genuine desire to consult the convenience of and be on good terms with the public.

#### The British Blockade Policy.

THE Official Statement on the British Blockade Policy, which has been issued as a Parliamentary Paper this week, puts the considerations which are guiding the Foreign Office and Admiralty very convincingly; but it, in fact, does little more than state the aspects of the case which we have from time to time endeavoured to emphasize. The difficulty in making the blockade absolutely effective lies in the interposition of neutral countries, but the Foreign Office, by its system of agreements with bodies representative of private traders, and by “rationing,” has to a large extent overcome the difficulty. So far as we can judge, the British policy has been carried out with a success which could hardly be predicted in advance, and it is an arguable proposition that British policy really lies in the continuous pressure of Sea Power and its resulting economic effect.

#### The Resignation of Sir John Simon.

BY THE resignation of Sir JOHN SIMON the Cabinet loses and the Bar, we presume, regains the services of a very distinguished man, whose career has hitherto been one of unique success. Whatever views are held by lawyers as to the justice and expediency of compulsory military service, all will be agreed in respecting the conscientious motives which have caused his resignation of the office of Home Secretary. And in an age when lawyers are not particularly popular, when the political lawyer, indeed, is generally regarded with suspicion as somewhat too much of an opportunist, the English Bar has reason to congratulate itself on the fact that, of all the anti-Conscriptionist members of the present Ministry, the only one who has felt it his duty to sacrifice his immediate career to his principles happens to be a member of the Bar. Within the last few months Sir JOHN SIMON has made two significant renunciations. At the age of forty-two he refused the grand prize of the Woolsack and elected to take an office of difficulty in which his tact and judgment were needed to steer safely through the quicksands of hasty criticism. It is too soon to say what the effect of his present step will be on his future career. However much his opinions on Conscription may be opposed for the moment to the feeling of the majority of his fellow-countrymen, we should hesitate to say that he has given up what he was supposed to hold—the reversion to the leadership of a great political party. That, like much else in the not distant future, remains hidden. Meanwhile, all who sympathise with the courage of political conviction will welcome Sir JOHN SIMON back to the forensic career in which, as things go, he is still young.

#### Conscientious Objection to Military Service.

WHEN THE question of compulsory military service was first mooted in connection with the war there was an idea in some quarters—we believe Lord HALDANE gave currency to it in the House of Lords—that there was some reserve power in the Crown to introduce the system, but this we pointed out at the time was a mistake, and it has recently been common ground that this great change in British practice can only be effected by Parliament. On the general question of the propriety of the change—whether the present occasion calls for it, or whether, as a matter of principle, it can be justified on any occasion—it would be out of place for us here to say anything. It may be a violation of individual liberty, or of the rights of minorities. But individual liberty is just now at a discount,

and minorities, we take it, have no legal right when once the will of the majority is clear. At any rate, we may leave the arguments for and against to others. But it may not be uninteresting to give the form of the New Zealand “conscience clause,” to which Mr. ASQUITH referred on Wednesday. We may notice first, that in the Militia Act, 1802 (42 Geo. 3, c. 90), section 45, the exemption on religious grounds was, as Mr. ASQUITH also pointed out, limited to Quakers, and even so, the Quaker was bound to pay for a substitute, and was liable to distress for the amount. In the New Zealand Defence Act, 1908, which provided for the enrolment and training of the Militia, we do not find that there was any conscience clause; but the present statute seems to be the Defence Act, 1909, entitled “An Act to make better provision for the Internal Defence of New Zealand.” It provides for general service in the Militia, and for universal military training, but section 92 is as follows:—

(1) Nothing in this Act shall require any person to bear arms or perform or undergo military service or training if the doctrines of his religion forbid him to do so, but every such person shall be liable to perform as an equivalent to such service and training such non-combatant duties as are prescribed by the Governor in Council.

(2) The burden of proving exemption under this section shall rest on the person claiming exemption.

The text of the Government Bill is not available at the time of writing, but we gather that this, or some other Colonial statute, has been taken as the model; and, shortly expressed, the exemption is in favour of “the conscientious objection to undertaking combatant service.” Whether this will satisfy the opposition to compulsory service—which may be so strong as to make the game of introducing it not worth the candle—is another matter which we can leave, at any rate for the present.

#### The Hilary Appeal Lists.

THE APPEAL List for the Hilary Sittings shews a total of 212 cases as against 329 and 282 at the corresponding periods in 1914 and 1915. At the beginning of last term it was 236. The present total includes 22 appeals from the Chancery Division, 151 from the King's Bench Division, and 22 Workmen's Compensation appeals. The Chancery appeals have never been very numerous the last few years, but the present number seems to be the lowest which has been reached, and the Workmen's Compensation appeals shew a marked diminution on some recent terms. They are only about half the usual number at this time of the year. It may be a question whether this is due to the war, or whether the stream of litigation which the Workmen's Compensation Act has produced is tending to dry up. The appeals from the Probate, &c., Division include the *Slingsby* case, which is marked to be heard on the 17th inst., and the Land Duty appeals in *Inland Revenue Commissioners v. Smyth* and *Hunter v. The Commissioners* remain in the list, but we do not know whether they are still effective. The chief source of appeals at present is the King's Bench Division, where the number is well up to the average, though less than in some recent terms when arrears had been allowed to accumulate.

#### The High Court Lists.

THE High Court Cause Lists shew a total of 992, which compares with 1,132 a year ago, and 1,212 at the commencement of 1914. At the beginning of the Michaelmas Sittings the total was 1,447, and this looks as though business was in process of extinction. But to a large extent the drop is explained by the state of the Probate and Divorce List. The 515 causes there last term are now 217, and the causes thus got rid of were largely undefended divorce causes. With some 300 cases thus accounted for the state of the list does not look so hopeless. The Chancery Division cases are 294, with 42 company matters; a year ago these figures were 193 and 38, and two years ago 290 and 68; so that business here seems distinctly promising. And in the King's Bench Division the number is fairly steady; it is now 391, against 400 a year ago,

and 439 at the beginning of 1914. Last Sittings commenced with 498, but the figures for Michaelmas are usually the highest of the year, as they include arrears from the summer, as well as the accumulations of the vacation. Speaking generally, and apart from the special variations in the Divorce Division, business promises to be "as usual."

#### Special Risks of an Employment.

THE ELUSIVE character of special risks arising "out of" the employment, as interpreted in recent decisions on Workmen's Compensation, has been forcibly pointed out in two interesting letters from a correspondent, "Alpha" (*ante*, pp. 104, 137). A decision which gives point to our correspondent's contention is that of *Clayton v. Hardwick Colliery Co. (Limited)* (*ante*, p. 138), where the House of Lords refused to hold that a county court judge had misdirected himself in such a way as to give the Court jurisdiction to interfere with his finding of fact. A belt boy employed at a colliery was injured by a stone which the judge found was thrown mischievously, and therefore tortiously, by another boy in the same employment. *Prima facie* this would exclude a finding that the injury was due to an accident arising out of the employment (*Cooper v. North Eastern Railway Co.*, *ante*, p. 105), for an injury caused by malice "during the course of" the workman's employment does not "arise out of it" in the absence of some special risk of suffering such accidents which he incurs. But where a special liability to such malicious attacks can be said to be an incident of the employment, as in the well-known cases where a colliery cashier was murdered and robbed while in custody of the men's wages (*Nisbet v. Rayne*, 1910, 2 K. B. 689), and the school-master murdered by his pupils (*Trim v. Kelly*, 1914, A. C. 667), then the injury is an "accident," and arises out of the employment. So the county court judge went on to inquire whether or not there was any "special risk" in the boy's employment which rendered him more liable to injuries by malicious stone-throwing than other members of the public. Some evidence was given that belt boys were in the habit of throwing stones at one another, and that the practice was expressly forbidden by the colliery rules. This, in the view of the judge, showed that a special risk of such accidents did arise out of the employment, and he found that the boy was entitled to compensation. Compare this finding of fact with that of the county court judge in *Cooper v. North Eastern Railway Co.* (*ante*, p. 105), where it was held that a locomotive driver who went back to protect his engine, instead of seeking shelter, ran no "special risk" in the bombardment of Hartlepool! The truth is that the doctrine which treats all findings of fact as sacrosanct, even when the trial judge has no better chance of drawing correct inferences from undisputed evidence than the Court above, is essentially an absurd rule which must lead to an absence of uniformity in practice. Where something turns on the credibility of witnesses, a trial judge may be better fitted to decide issues of fact than the Court of Appeal; but when the question is not one of credibility, but of correct inference from the facts, he has no such advantage.

#### Workmen's Compensation and Contracts of Service

THERE are two cases in which an employer is liable to statutory compensation to a workman; first, where the workman is employed by himself under a "contract of service," and the second where he is employed by a sub-contractor who acts as agent for his principals in carrying out a part of some "work undertaken" by them (Workmen's Compensation Act, 1906, section 4 (1)). "Contract of service" and "work undertaken" are both in a sense terms of art to which a technical meaning attaches in law, although the county court judge possesses his usual wide power to arrive at "findings of fact" which a higher court cannot disturb. An instructive case on this point is *Bobbey v. W. M. Crosbie & Co. (Limited)* (*ante*, p. 173). A man named WATTS was employed by a firm to assist in the unloading of a barge belonging to them; their invariable practice was to get the barges unloaded by men not usually in their employment. WATTS arranged with their

manager to undertake the unloading at one shilling and sixpence a ton. He brought with him, in the customary manner, a gang of labourers who did the work and divided with him the money paid him by the barge-owners. BOBBEY, one of the gang, met with an accident and claimed compensation from the firm. Judge PARRY found that a "contract of service" existed between the firm and the members of the gang, whose real status, he held, was that of the firm's servants, and so he awarded compensation. This decision was upset by the Court of Appeal, who could see no evidence of any such contract of service, but restored by the House of Lords on the ground that there was a *scintilla* of evidence to support the finding of fact—and therefore it was exempt from review on appeal.

#### Communal Partnership in Labour Contracts.

OF COURSE, it is plain that the decision could not have been supported had the relation of WATTS to BOBBEY been found to be that of an independent contractor, since the work given out to him is not a "sub-contract" of any "work undertaken" by his principals. The situation is a peculiar one—a communal arrangement in our days of individual enterprise. There are two ways of regarding it. Either the gang in their communal capacity were joint-employees of the firm, in which case there would be a "contract of service," or else they were joint-partners in an independent contract. We believe that the latter relationship was a common one with mediæval guilds of craftsmen; Melrose Abbey is said to have been built in this way by a guild of masons who jointly undertook the work. But in modern times such a communal partnership in labour contracts is an anachronism, and probably Judge PARRY was right in holding that the parties contemplated their own relationship as really one in which the firm was master and the members of the gang a joint-community of servants. An interesting question is suggested. Can a corporation or a non-corporate society be a "servant" of a master? Or is the status of "master and servant" such that there must be an individual and several "contract of service" between each servant employed and the master? There is no doubt that a servant may have many joint-masters, *e.g.*, a firm of partners. Is there any ground of principle which prevents a master having a group of "joint" servants, as distinct from a number of "several" servants?

#### International Law Notes.

WE ARE glad to note the commencement of the issue of *International Law Notes*. Primarily this publication, which is to be a monthly, is intended to deal with matters of interest to practitioners in Private International law. But just now we are more concerned with Public International law—for what it is worth—and articles on this branch of the subject are naturally allowed preference. We are glad to note the attitude taken by Mr. H. P. GIBBORNE, in his article on "Stock Exchange Members and Naturalization"; and the more so, as we have in these columns always endeavoured to ignore, as between individuals, the national antipathies to which the war has given rise, especially when these individuals have become by statute British subjects. Dr. HUBERICH, who has contributed valuable information to our columns, has an interesting article on "Neutral Vessels under Belligerent Convoy," and Mr. JAMES H. VICKERY, Counsellor-at-Law, late of Berlin, commences a series of articles on German Law, Lawyers, and Courts. The February number is to include an article by Mr. GEORGE GORDON BUCKERIDGE, solicitor, on the training of articled clerks who are desirous of specializing in International Law Practice.

The Directors of the London County and Westminster Bank, Ltd., after making provision for bad and doubtful debts, and applying £272,412 in writing down investments, and making further provision for depreciation, have declared a dividend of 9 per cent. for the past half-year (less income tax), making a total distribution of 18 per cent. for the year 1915, leaving a balance of £161,585 to be carried forward.



## The Legal Departments Report.

### IV.

#### *Departmental Organisation (continued):—*

(vi.) *The Bankruptcy Office.*—The Bankruptcy Department was formed in 1883 by the transfer to the Supreme Court of the old London Bankruptcy Court. The Commissioners have practically no recommendations to make about it, except to suggest that the Registrars might be relieved of attendance on the judge, and might be reduced in number, and that, in order to secure that the clerks should have had legal experience, the proposals as to the Chancery staff should apply to this department; that is, except for routine work, appointment should be made from among solicitors' clerks, and similarly in the Companies (Winding-Up) Department.

(vii.) *The Supreme Court Pay Office.*—This is the financial department of the Supreme Court, and the staff is under the control of the Treasury. Nominally the office is under the charge of the Paymaster-General, but in practice its head is the Assistant Paymaster-General. The Report contains the following:—

The only observation which we have to offer upon this Department is that the occupants of the two highest posts appear to have been usually selected on grounds connected with political services rather than with previous experience in accountancy or the management of a financial office, and that our recommendations with regard to the recruitment of professional officers are applicable to these posts.

(viii.) *The Official Solicitor.*—Mr. WINTERBOTHAM, the present Official Solicitor, gave interesting evidence as to the work of his department (Evidence, pp. 217, *et seq.*). He is entitled to practise privately, and otherwise he could not have been President of the Law Society; and he says that he has found it of great assistance in his work to be recognised as a member of the profession, rather than as an official. The nature of his official work is too varied for description here, but, in short, he acts both as an adviser to the Court and also as solicitor for persons who are under the care of the Court. Amongst other matters he visits prisons and sees that persons committed for contempt are not interned and forgotten. There is a curious story (Evidence, p. 223) of a judge who had committed somebody to prison at Gloucester for contempt and then for six weeks forgot all about it. He sent for Mr. WINTERBOTHAM in a hurry, but that gentleman was able to assure him that reports were sent from the Prison Governors of every person committed for contempt, and a register kept by the Official Solicitor, who makes inquiries from time to time. He regards the contempt prisoners as to some extent dependent on his care, and doubtless they are in good hands, but the system seems a little haphazard. The Official Solicitor's remuneration is partly by salary and partly by a half share of profit costs, with a maximum of £1,800. But since the maximum has for ten years been easily reached, the Commissioners recommend a fixed salary of £1,800, subject to consideration of a reduction on a vacancy, on the ground that this exceeds the salaries of the Masters. It is also recommended that the Official Solicitor's clerks should become officers of the Supreme Court, and should be classified and appointed in the same way as in the Chancery Offices.

(ix.) *The Clerks of Assize.*—There are eight Clerks of Assize with salaries ranging from £500 to £1,000. The office goes back at least to Edward I., and is, under the Clerks of Assize Act, 1869, subject to the qualification that the clerk must have been for three years before his appointment a barrister or solicitor, or a subordinate Officer of Assize. The whole of the administrative business of the criminal and *nisi prius* courts on circuit is vested in him, and, if a barrister, he may not practise on his circuit. Proposals have been made for amalgamating the Assize staff with the Central Office, but the Commissioners do not regard these and other similar suggestions as feasible, and they make no recommendation on this point; but they recommend that the appointments of the Clerks of Assize and

their officers should be taken from the circuit judges and transferred to the Lord Chancellor, and that the age limit for all the Assize Officers should be seventy, due regard, however, being had to the conditions of appointment of present officials.

(x.) *The Land Registry.*—We are familiar with inquiries into the working of Land Registration, but the Evidence given before the Commission is perhaps the first disclosure of the internal arrangement of the Registry, and the aspirations of the officials in it. The views of the Registrar himself as to the probable extension of compulsory registration will be found at p. 263 of the Evidence, but it is not necessary to discuss these now. Perhaps wisely, nothing was said as to Lord HALDANE's Real Property and Conveyancing Bill with its competing proposals, and the whole matter is in a state of suspended animation. Mr. STEWART WALLACE, a first-class clerk in the Land Registry, spoke of the Registry as one of the finest schools of conveyancing in the kingdom, on account of the immense number of titles investigated there; but the clerks appear to be dissatisfied with their position, apparently on the ground of the non-recognition of their professional standing and the slowness of promotion. The latter seems to be due to the newness of the office, and its failure to secure expansion to the country outside London. There is also, it seems, great repugnance at the appointment of outsiders to any position in the Registry, and the obvious desire of the staff is to make the department watertight and restrict the office to those who enter at the beginning and work their way up. This also is a matter on which it is needless to dilate at present, but we may enter a caveat against the closing of the Office to practitioners. The experience obtained in the Registry is, no doubt, useful, but we question whether it is equal in value to that obtained in general conveyancing outside the Office, and while the officials are entitled to consideration, the higher posts should, we imagine, be open to men who have obtained a reputation as conveyancers. At the same time, the evidence of the clerks impressed the Commissioners, and they agree that the importance of the legal work is not adequately represented by the position and salaries assigned to those performing it. They think that there should be a more complete distinction between the professional staff and the clerical staff, and that the former should, as now, be appointed by the Lord Chancellor, but with the assistance of the Advisory Committee, from among barristers or solicitors, and should usually enter at the minimum of the Second Class (£250 a year); and that they should be selected with special reference to their experience and knowledge of conveyancing and the law of real property. It is also recommended that there should be a Chief Registrar, two Registrars, and five Assistant Registrars, with a sufficient number of First and Second Class clerks below them.

*The Provincial Services.*—Under this head the Report deals with the County Courts, the District Registries of the High Court, and the District Probate Registries.

(i.) *The County Courts.*—Valuable evidence as to the county courts was given by Mr. BRIDGEMAN, the Superintendent of the County Court Department of the Treasury (Evidence, pp. 280 *et seq.*), and Mr. LOWE, one of the Registrars of the Birmingham County Court (*ibid.*, pp. 348 *et seq.*), but our notice of it must be brief. The evidence does not touch the position of the county court judges, but it deals with the question of Registrars being allowed to practise and other matters of importance. In twelve courts the Registrars are debarred from private practice, and, in general, they are also District High Court Registrars, with total salaries varying from £800 to a maximum of £1,400 a year. There are also the District Probate Registries, which might in some cases go to the same officials, and thus help to extend the system of whole-time appointments; but here the patronage of the President of the Probate Division appears to have stood in the way. On this point attention should also be called to the evidence given by Mr. C. H. MORTON on behalf of the Associated Provincial Law Societies (Evidence, pp. 320 *et seq.*). And, of course, no inquiry into county court arrangements would be complete without discussion of the question of

imprisonment for debt as it affects the Registrar's emoluments. "I know," said Mr. WADE, one of the witnesses for the Association of County Clerks and Officers, "that where the judges have refused to commit in certain courts, the number of plaintiffs has gone down as a result of it, and the Registrar's salary follows suit, and therefore it detrimentally affects the clerks and officers in his employ" (Evidence, p. 303). The Commissioners note the suggestions which have been made for reducing the number of small courts, but this is not primarily within the terms of their reference, and hence they make their recommendations on the basis of the county court system as it at present exists.

As to the appointments of Registrars and High Bailiffs, the Commissioners consider that this involves too much local patronage to be conveniently transferred to the Lord Chancellor, but they recommend that any County Court Registrar, who is also a District High Court Registrar, should in future be appointed by the Lord Chancellor; but this would be done with the assistance of the Advisory Committee, including the county court judge. The Commissioners report adversely to payment of the Registrars by results, and they recommend that in the case of Registrars of courts with over 6,000 plaintiffs a consolidated salary should be substituted for the existing salary based on the number of plaintiffs entered. In the first instance these salaries would be calculated on the average annual net amount produced by the existing payments; but to provide for fluctuations of work they should be liable to re-assessment, upwards or downwards, at intervals of a few years. But surely this is payment by results in a slightly different form. It is suggested that at the same time it should be considered whether some increase cannot be made in the number of whole-time and pensionable Registrars. In the courts with less than 6,000 plaintiffs the Commissioners think that the existing system should be retained. An age-limit of seventy is recommended for the retirement of Registrars and High Bailiffs appointed in the future.

(To be concluded.)

## Reviews.

### Books of the Week.

**Scotch Law.**—The Commercial Law of Scotland. By W. D. ESLEMOND, M.A., B.L., Advocate in Aberdeen. Second Edition. William Hodge & Co. 7s. 6d. net.

**The Scottish Law Directory, 1916.** Twenty-fifth Year. William Hodge & Co. 6s. net.

**Tithe Rent-charge.**—Tithe Rent-charge Table, 1916. Eightieth Annual Issue. By PERCY WILLIAM MILLARD, LL.B., F.R.S., of the Tithe Branch of the Board of Agriculture and Fisheries. Shaw & Sons. 1s.

**International Law Notes.** Vol. I, No. 1, January, 1916. Stevens & Sons (Limited); Sweet & Maxwell (Limited); New York: Baker Voorhus & Co., 9d.

## Correspondence.

### Estates *pur auter vie*.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—I fear that my criticism of *Re Ashforth* was expressed with more brevity than clearness, for it seems to have given your correspondent J. C. an erroneous impression. I do not for a moment dispute that an estate in land can be limited to continue during the lives of unborn persons. But whatever the true nature of such an estate may be, I submit that it cannot properly be called an estate *pur auter vie*, and that it is not a particular estate of freehold by which a contingent remainder can be supported. J. C. admits that this doctrine prevailed in the time of Preston, but he says that it is now obsolete, and he gives his reasons for so thinking in eight numbered paragraphs, on which I venture to make the following remarks:—

1. I do not understand *Re Amos* (1891, 3 Ch. 159) to have decided that the estate in that case was a common law estate *pur auter vie*. The point did not arise, for if the ultimate limitation had been good

it would have taken effect as an executory devise. No question of a contingent remainder arose.

2. The interlocutory observations of Lord Abinger in *Doe d. Pemberton v. Edwards* are variously reported, but they seem to have consisted of hypothetical cases put by the C.B. to test the arguments of counsel. The judgment is clear enough.

3. If the "rule" here referred to is the rule that an estate *pur auter vie* can only be limited during lives in being, I think J. C. will find that it is clearly implied in the definitions given by Littleton and in the modern text-books, and if the "rule" is obsolete, as J. C. maintains, it is, to say the least, singular that no text-book draws attention to the fact. The rule that a contingent remainder must be supported by a vested particular estate of freehold is laid down in all the modern text-books, and recognized in numerous modern decisions. But how can a contingent remainder be supported by an estate limited to continue during the life of a person who is not in existence and may never come into existence? That would involve successive contingent remainders, which the law does not allow.

4. I am sorry that I cannot follow this argument. Preston says that the lives by which estates for life are measured must be lives in being at the date of the grant, while a term of years may be subject to a collateral determination marked by the life of a person unborn. J. C. argues that if the duration of a term of years can be made to depend on the lives of persons unborn, there is "no logical reason" why the same rule should not apply to an estate *pur auter vie*. Apart from logic, the reason for the difference is that in the case of a tenant *pur auter vie* the seisin is in him: a tenant for years is not seised, so that however long a term of years may be, it does not affect the vesting of the inheritance. But a contingent remainder postpones the vesting of the inheritance, and, therefore, it cannot be supported by a term of years; if the rule were otherwise, the vesting of the inheritance might be postponed for hundreds or thousands of years. An estate *pur auter vie* at common law can only last during lives in being, and therefore a contingent remainder which follows it does not postpone the vesting of the inheritance for a longer period than those lives in being. If an estate *pur auter vie* could at common law have been limited to continue during the lives of persons unborn, we may be sure that when contingent remainders were introduced the judges would no more have allowed them to be supported by such an estate than they allowed them to be supported by a term of years. J. C. will get into difficulties if he follows logic in questions of real property law. For example, it is laid down in the text-books that what is called an estate of freehold in *future* cannot be limited by a common law assurance. Does J. C. suggest that this rule is obsolete because a term of years can be limited to commence in *future*, and there is no logical reason why the privilege should not be extended to estates of freehold?

5. I am not sure that I follow this argument. What J. C. calls "the alleged rule" certainly existed in Preston's day, and if J. C. says that it has since been abolished the onus is on him to prove the fact. There is nothing in the modern text-books to support his contention. I venture to repeat that the question now under discussion is not whether an estate can be limited to continue during the lives of unborn persons, but whether such an estate can be followed by a contingent remainder. The common law rules with regard to contingent remainders have been relaxed in certain respects by the Real Property Act, 1845, and the Contingent Remainders Act, 1877, but in other respects they remain in force at the present day. Not even a modern Chancery Judge has power to alter the rules of the common law (see 2 Ch. D., at pp. 419-20; 3 Ch. D., at p. 399). It is the fashion to ridicule contingent remainders and to treat them as relics of feudalism which ought to be abolished; but this is a mistake; they are not perfect, but they have their good points. In 1844 the Legislature passed an enactment abolishing contingent remainders, but it was repealed within a twelvemonth. Why? Because conveyancers found that they could not get on without contingent remainders. About 1870 a Bill was introduced into Parliament (I think by Lord Selborne) which, although not intended to have that effect, would, if passed, have gradually abolished contingent remainders; but the Bill which finally became law contained a section to prevent it from having this effect. Why? Because if contingent remainders had been abolished, it would have been impossible to make strict settlements of land. To come to recent times, one of the most original and valuable suggestions made during the discussion on Lord Haldane's Conveyancing and Real Property Bills was the suggestion of my learned friend, Mr. C. P. Sanger, that the law of entail should be extended to chattels; if this were done, it would be possible to create contingent remainders in leaseholds and heirlooms, and thus make family settlements much shorter and simpler. There is, therefore, some virtue in contingent remainders, and we ought not to undermine their foundations by saying that they are feudal anachronisms. We should keep our contingent remainders until we get something better.

6. I agree, subject to *Purefoy v. Rogers*.



7. I am not sure that I know what "specified unborn issue of a named person" means, but there is no doubt that an estate can be limited so as to continue during the lives of unborn persons. I think, however, that such an estate, unless it is an estate in fee, can only be created by way of use or executory devise, and is, therefore, subject to the rule against perpetuities. But what has this to do with the question under discussion? A contingent remainder cannot be supported by a determinable fee or an executory interest. If the limitations in *Re Ashforth* had been contained in a common law assurance, the trustees would have taken a fee simple determinable on the death of all the grandchildren except one, and the ultimate limitation to the survivor would have been void, because an estate tail cannot be limited after an estate in fee simple. Being contained in a will, the ultimate limitation was an executory devise, and therefore clearly void for remoteness. And yet *Re Ashforth* is constantly cited as an authority for the mistaken notion that contingent remainders are subject to the rule against perpetuities.

8. J. C. attaches an exaggerated importance to the exploded fallacy that an estate for life cannot be given to an unborn person: it had a brief and inglorious career (see Gray on Perpetuities, 3rd ed., p. 207; Jarman on Wills, 6th ed., p. 348) and has left no mark on the law of real property. Apart from this consideration, J. C.'s reasoning involves an anachronism, for the rules as to estates *pur autre vie* form part of the old common law, while the theory that you cannot limit an estate for life to a person unborn did not make its appearance until the nineteenth century, and was promptly knocked on the head. How can this ridiculous theory have influenced the law governing estates *pur autre vie* as laid down by Littleton and Lord Coke?

In conclusion, I venture to recall a remark made by Lord Macnaghten many years ago. In discussing the origin of the rule in *Shelley's case* he uttered a warning against the danger of explaining old rules of law by theories invented "in anticipation of the course of events and the development of modern ideas." It seems to me, with all deference, that J. C. has not wholly avoided this pitfall. He notes that, since the introduction of uses and executory devises, an estate (less than an estate of inheritance) can be limited to continue during the lives of unborn persons, and he cannot understand why this is not possible under the rules of the old common law; there is nothing illegal in limiting such an estate provided the rule against perpetuities is not infringed, and therefore, he argues, any rule which forbids it must be obsolete. He fails to realise two historical facts—first, the simplicity of the common law in allowing only a small variety of estates in land (see Williams, R. P., 22nd ed., p. 361), and secondly, the care which was taken, when contingent remainders were introduced, to fit them into the old structure of the common law. It was not an easy task, for they conflicted with the fundamental doctrine of seisin (Third Report of Real Prop. Comm. 23.) However, after many experiments it was done, and the old building, with the addition so made to it, still stands. But it is not in good structural repair, and the less we tamper with it the better, until we summon up courage to demolish it and put up a well-designed building in its place. CHARLES SWEET.

### Compulsory Enlistment and Contracts.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—I trust that, in their Bill, the Government will make provision defining the legal position of employers and employees who are compulsorily taken away from their employment.

It is to be presumed that the former would have no claim against the latter for breach of their engagements to perform personal service; and that, on the other hand, salary or wages would cease to be payable on enrolment. A. B.

[This is a matter which is really as urgent under any system of wholesale enrolment, whether voluntary or compulsory, and we have been hoping to deal with it. If our correspondent will refer to the *Times* of 19th November and *Westminster Gazette* of 21st December, he will find a useful letter and article by Sir Alfred Mond on the subject.—ED. S.J.]

### The Form of Abstract of Title.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—Will you allow me through the medium of your paper to suggest to conveyancers an alteration in the form of abstracts of title. An abstract, as now most invariably written on paper of brief size, is an inconvenient document. It fits in neither with the other papers in a conveyancing matter, nor with the parcel of deeds which should be its destination. An abstract, however folded or indorsed, is not adapted for placing in a deed envelope, and before

it can be placed with the deeds, whether of the old style or of the now more general bookwise form, it has to be doubled up in a clumsy and unsightly way. The present size of abstract paper, if it ever was the best for the purpose, is now, at any rate, the most unsuitable that could be used, and is not up to the modern standard of uniformity and neatness in the filing and keeping of documents. If abstracts of title were written or printed on good paper of draft size, they would be in uniformity with one's other papers and, with one fold, would lie neatly with the deeds. I intend to have my abstracts so prepared in future, and feel sure that if this or some more convenient form be adopted, its advantages will soon be found to outweigh any disinclination to depart from ancient usage. WM. HARDING.

14, New-street, Leicester, Dec. 30.

### Settled Realty and Increment Value Duty.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—A testator devised to trustees real property (let on leases at ground-rents) free of duty, upon trust for his son for life and after his decease upon trust for sale and to divide the proceeds between certain persons, some of whom are infants.

The testator died after 15th August, 1914, the date at which the Finance Act, 1914, took effect. The tenant for life is living, his age being about fifty. Estate duty accruing on the testator's death has been paid, and having regard to the decision in *Re Snape, Elam v. Phillips* (59 SOLICITORS' JOURNAL, 562), estate duty payable on the death of the tenant for life has been commuted and paid.

There remains, however, the question of increment value duty as affected by that decision. It would seem that this duty payable on the death of the tenant for life is payable out of the general estate, and that it cannot be commuted. Its amount is quite uncertain and depends upon whether the tenant for life lives till near the expiration of the leases, when the property will let at rack rents. I suppose that the executors must retain in hand a considerable sum to answer this prospective claim, but it is difficult to say how this sum should be ascertained. I should be obliged to any of your readers for suggestions. HENRY J. MEAD.

116, Jermyn-street, St. James's, S.W., Dec. 31.

## An Epitome of Recent Decisions on the Workmen's Compensation Act.

By ARTHUR L. B. THESIGER, Esq., Barrister-at-Law.

(Cases decided since the last Epitome, Vol. 59, page 664.)

(Continued from page 173.)

### (4) DECISIONS ON THE WORDS "WORKMAN."

*Newstead v. Owners of Steam Trawler Labrador* (C.A.: Lord Cozens-Hardy, M.R., Banks and Warrington, L.J.J., 4th November, 1915).

FACTS.—The *Labrador* sailed from Lowestoft on 23rd January, 1915, and was never heard of again. It was assumed that she had struck a mine and been lost with all hands. The widow of the chief engineer claimed compensation. It was proved that the deceased's average wages were £2 5s. weekly, and that he received board, the average value of which was 7s. 6d. a week. It was the owners' custom when the earnings of the boat for a trip, which was usually a week, exceeded £100 to pay a small sum by way of bonus. The amount was increased in proportion as the earnings exceeded £100 up to £175, but not beyond. During a period of nearly a year, in which the deceased had been paid over £100 in wages, he had received £3 4s. 6d. by way of bonus. The county court judge held that he was not a member of the crew of a fishing vessel remunerated by a share in the profits or the gross earnings of the vessel, and awarded compensation.

DECISION.—The judge was right. The bonus was an additional sum for wages, determined by the amount of the gross earnings. (From note taken in court. Case reported W. N., 13th November, 1915, p. 360; L. J. newspaper, 20th November, 1915, p. 556; L. T. newspaper, 20th November, 1915, p. 47.)

*Bobbey v. W. M. Crosbie & Co. (Limited)* (H.L.: Earl Loreburn, Lords Atkinson, Shaw and Parmoor, 9th December, 1915).

FACTS.—A firm of drug-grinders had to unload a barge of sulphur and stack the bags in their warehouse. They employed gangs of men for the purpose. The ganger, according to the evidence, did the same work as the rest of the men, and often worked under another ganger. A member of the firm was present to see that the sulphur was not spilled and that the bags were packed closely together; otherwise he

exercised no control. One of the men in the gang met with an accident and claimed compensation from the firm. The county court judge held that a contract of service existed between the man and the firm, and awarded compensation. The Court of Appeal held that there was no evidence of a contract of service between the man and the firm, and that the firm were not liable as principals under section 4 of the Workmen's Compensation Act.

**DECISION.**—There was evidence on which the judge could find that a contract of service existed. (Case reported SOLICITORS' JOURNAL, 1st January, 1916, p. 173; *L. T. newspaper*, 18th December, 1915, p. 129; *W. N.*, 18th December, 1915, p. 406.)

### (5) DECISIONS AS TO NOTICE OF ACCIDENTS.

*Burvill v. Vickers (Limited)* (C.A.: Lord Cozens-Hardy, M.R., Bankes and Warrington, L.JJ., 4th November, 1915).

**FACTS.**—A workman at a munition factory returned home on 6th March, 1915, very ill, and complaining of injuries to his hands. A doctor saw him the next day, and found a poisoned wound in his finger from which he died on 14th March. No notice of accident was given until after his death. The dependants claimed compensation, and at the hearing the deceased's doctor stated that the injury to the finger was probably caused forty-eight hours before 6th March. The employers contended that there was no evidence of the exact date of the accident, and that notice of the accident had not been given as soon as practicable. The county court judge found that the deceased died from an injury received within forty-eight hours of 6th March; that it was caused by an accident arising out of and in the course of his employment, and that the employers had not been prejudiced by want of notice.

**DECISION.**—There was no inherent probability that the employers had been prejudiced by the want of notice, and therefore the Court would not interfere with the judge's finding of fact on this point. (*From note taken in court.* Case reported *W. N.*, 13th November, 1915, p. 360; *L. J. newspaper*, 20th November, 1915, p. 555; *L. T. newspaper*, 20th November, 1915, p. 47.)

### (6) MISCELLANEOUS DECISIONS.

*Madden v. Executors of Richard Guest* (C.A.: Lord Cozens-Hardy, M.R., Bankes and Warrington, L.JJ., 29th October and 1st November, 1915).

**FACTS.**—A labourer met with an accident, and was paid compensation through an insurance company. He sought to have recorded an agreement to pay him weekly compensation at the rate of half his wages until the same was ended, diminished, redeemed or suspended. He asked that such an agreement should be inferred from the payments made and the receipts given. The employers denied the existence of any such agreement, and the county court judge refused to record it.

**DECISION.**—The receipts were not signed by or on behalf of the employers; the judge's finding was one of fact, which could not be disturbed. (*From note taken in court.* Case reported *W. N.*, 13th November, 1915, p. 359; *L. T. newspaper*, 13th November, 1915, p. 30.)

*Eley v. Moreland & Sons. Moreland & Sons v. Eley* (C.A.: Lord Cozens-Hardy, M.R., Bankes and Warrington, L.JJ., 1st and 2nd November, 1915).

**FACTS.**—A girl of thirteen met with an accident which caused severe and permanent injury to her hand. She was paid 5s. 5d. a week, her full wages, for eight months, and then, in December, 1911, she was given light work at 3s. a week, and the compensation was reduced to 2s. 5d. In March, 1912, she was dismissed, after which she lived at home. On 22nd March, 1915, the employers filed an application to redeem the weekly payments. On 19th April the girl filed an application to review the weekly payments on the ground that, but for the accident, her earning power would have increased. Both applications were returnable on the same day, that by the employers being the first of the two in the list. They contended that they were absolutely entitled to redeem on the basis of 2s. 5d. a week, but the county court judge refused to assent to this, and, after hearing both applications, increased the compensation to 5s. 6d. a week.

**DECISION.**—One application had as much right to be heard as the other, and there was no ground for depriving the girl of the benefit of the order made by the judge. (*From note taken in court.* Case reported SOLICITORS' JOURNAL, 13th November, 1915, p. 59; *W. N.*, 13th November, 1915, p. 359; *L. T. newspaper*, 13th November, 1915, p. 30; *L. J. newspaper*, 20th November, 1915, p. 555.)

*Higgins v. Higgins & Co.* (C.A.: Lord Cozens-Hardy, M.R., Bankes and Warrington, L.JJ., 8th and 25th November, 1915).

**FACTS.**—An electrician met with an accident which caused a rupture, and was paid full compensation for thirteen weeks. When the employers ceased to pay compensation the workman made an application for arbitration "as to the amount (or duration) of the compensation payable"; he claimed full compensation. Before an answer was filed the parties agreed to refer to a medical referee the question of the con-

dition and fitness for employment of the applicant. The referee reported that the rupture was due to the accident but that the workman was fit to do his former work if he wore a belt. The employers then filed an answer denying the incapacity and their liability to pay compensation. The county court judge granted a declaration of liability, which the employers did not oppose, but nothing more; he ordered the employers to pay the workman's costs.

**DECISION.**—There were no materials on which the judge could exercise his discretion to allow the workman his costs. (*From note taken in court.* Case reported *W. N.*, 4th December, 1915, p. 384; *L. T. newspaper*, 11th December, 1915, p. 108.)

*Skellton v. Baxter* (C.A.: Lord Cozens-Hardy, M.R., Bankes and Warrington, L.JJ., 10th, 11th and 25th November, 1915).

**FACTS.**—A cook cut her finger, and blood poisoning resulted. She applied to her approved society for sick pay under the National Insurance Act, 1911, but this was refused, as her card was not properly stamped. She went to the solicitor of the approved society, who suggested that she had a good claim for compensation, and that the society would help her. She was told that she would be liable for costs, but that the society would be willing to indemnify her. She signed a retainer to the solicitor. At the hearing objection was taken that the proceedings were not hers, and that the society were not entitled to take proceedings, and she had not "unreasonably refused or neglected" to do so. The county court judge held that the proceedings were taken by her, and awarded compensation.

**DECISION.**—There was evidence to support the judge's decision. (*From note taken in court.* Case reported SOLICITORS' JOURNAL, 11th December, 1915, p. 120; *Times*, 26th November, 1915; *L. J. newspaper*, 4th December, 1915, p. 592; *W. N.*, 4th December, 1915, p. 385; *L. T. newspaper*, 4th December, 1915, p. 87.)

## CASES OF LAST SITTINGS Court of Appeal.

### BIRD v. STANDARD OIL CO. OF CANADA AND OTHERS.

No. 2, 17th December.

**COSTS, TAXATION OF—PRACTICE—"ISSUE"—SEPARATE ISSUES—R. S. O., 1883, LXV., RR. 1, 2—COMPANIES (CONSOLIDATION) ACT, 1908 (8 Ed. 7, c. 69), s. 84.**

The plaintiff sued the company and certain directors to recover damages for having been induced to subscribe for shares by certain alleged false representations in the prospectus of the company. The directors, in their defence, denied that statements alleged to be false were untrue, and further pleaded the statutory defence that, if they were in fact untrue, they had no reason to believe they were false. At the trial the jury found, *inter alia*, (1) that the statements of which the plaintiff complained were false; and (2) that the present respondent and another director had every reason to believe that they were true. The judge, upon these findings, directed judgment to be entered for these two directors with costs. On taxation the plaintiff contended that the two findings were in respect of separate issues, and that he was only liable to pay to the defendant the costs of that issue on which he had succeeded.

Held (Bray, J., dissenting), that the findings were not in respect of separate issues, and therefore the plaintiff was not entitled to any costs against the defendant.

Decision of Howell v. Dering (1915, 1 K. B. 54) approved and followed.

Appeal of the plaintiff from an order of Sankey, J., at chambers, affirming an order of the master upon taxation. The facts, so far as material to the order appealed from, were that the plaintiff sued the defendant company and certain directors, including the present respondent, under section 84 of the Companies (Consolidation) Act, 1908, for damages due to alleged mis-statements in the prospectus. At the trial the jury returned (*inter alia*) two findings—(1) that the statements complained of by the plaintiff were false; and (2) that the present respondent and another director had every reason to believe they were true, and judgment was entered for him with costs. On taxation the master was of opinion that the two findings were not, as the plaintiff contended, upon separate issues, as to the first of which the defence had failed, and gave the defendants costs accordingly. His decision having been affirmed by Sankey, J., the plaintiff appealed.

PHILLIMORE, L.J., in giving judgment, said the question was whether a cause of action had been established under section 84 of the Act of 1908. He conceived that cause of action to be that the defendant was a director of a company at the time of the issue of the prospectus inviting persons to subscribe, and that the prospectus contained facts which were not true, and with respect to which this said director had not reasonable ground to believe they were true. It was true that the burden of proving something—when the plaintiff had proved something—was laid upon the defendant by the statute, and that for this purpose the matter was split up into two. But there was but one matter.



Was the defendant director of the company which issued the prospectus which contained statements he had not good reason to believe? That had been found in favour of the defendant directors, and he thought they were entitled to the costs of the action.

PICKFORD, L.J., in concurring, doubted if the taxing master was correct in saying the case was entirely covered by *Howell v. Dering* (1915, 1 K. B. 54). There any finding as to the truth or falsity of the statement complained of was wholly irrelevant until it had been proved that the defendant in that case (the broker for the company) had authorized it to be placed on the prospectus. It never was proved he authorized the issue of the prospectus, and, therefore, the very first plea the plaintiff had to prove in order to get on failed; and the other pleas were wholly irrelevant. The facts here were not the same. In this case the defendant was a director—there was no question about that—and therefore he had something to do with the statements in the prospectus, but he had no reason to believe they were false. He had reason to believe they were true. He thought the issue under the section was whether the defendant had, as director, published statements which he did not reasonably believe to be true. If that was the right construction of the section, it followed that the two findings were not as to separate issues, and the appeal failed.

BRAY, J., differed on this point. The question to be considered was whether what might be called the double issue—the proof of prospectus and the proof that it was untrue—whether that was a separate issue from the issue that the defendants had to raise—namely, that they had reasonable ground to believe the facts to be true. They had, in deciding that question, to construe a rule which had been in force for a great number of years, and he thought no member of this Court had a right to differ from the decision of *Howell v. Dering* (*supra*) and from the reasons which formed the foundation of that decision. He referred to the judgments of Stirling and Mathew, L.J.J., in *Wagstaffe v. Bentley* (1902, 1 K. B. 124). That case was not so near the present case as *Howell's case*. In the latter case the plaintiff had proved that the prospectus did contain untrue statements of fact, but he had not proved—he had failed in proving—that the broker authorized the issue of the prospectus, and he wanted the costs of the issue upon which he was succeeding—namely, that the prospectus contained untrue statements; but he was held not to be entitled, and there was no doubt that that decision was perfectly correct. But the learned judges, in giving their decisions in *Howell's case*, laid down tests, and if those tests were correct, the plaintiff here was entitled to the costs of the issue. Buckley, L.J., at pp. 62-3, said: "I should define 'issue' for the purposes of this rule in some such words as these: An issue is that which, if decided in favour of the plaintiff, will in itself give a right to relief, or would, but for some other consideration, in itself give a right to relief; and if decided in favour of the defendant will in itself be a defence." Turing now to section 84, he thought that it said in terms: "You shall have a right of action for damages if you prove that the prospectus contained the name of a director; or that the defendant had authorized the prospectus; and, in addition, you must prove that you subscribed for the shares on the faith of the prospectus, and that there were untrue statements." That was the first plea of the section, and it gave a right of action to a person who proved this. But at the same time it gave several defences—special defences—which the defendants might raise. One of these was that he might prove if he could, and he would succeed if he did, that, in respect of every untrue statement, he had reason up to the time of the allotment of the shares or debentures, as the case might be, to believe that the statements were true. And it was to be observed that this defence raised an entirely different issue from the other special defences mentioned. In his opinion, the evidence given by the defendant here to prove that he had no reasonable ground to believe, did not touch the issues which the plaintiff had to prove. It entailed different evidence, and depended on different considerations altogether. The authorities shewed that the test laid down in *Howell's case* by Buckley, L.J., was the proper test to apply, and, applying that test to this case, the plaintiff should succeed in his appeal. Appeal dismissed.—COUNSEL, for the plaintiff, *Compton, K.C.*, and *Macoun*; for the defendants, *Hohler, K.C.*, and *R. J. Willis*. SOLICITORS, *Jacques & Co.*, for *Borrett & Fawcett*, Sheffield; *M. J. Jarvis* and *Andrew Wood, Purvis, & Sutton*, for defendants.

[Reported by ERSKINE REID, Barrister-at-Law.]

## High Court—Chancery Division.

**Re ATKINSON. ATKINSON v. ATKINSON AND OTHERS.**

Sargant, J. 24th and 25th November.

**WILL—PERPETUITY—PERSONALTY SETTLED BY REFERENCE TO REALTY—TENANT-IN-TAIL IN POSSESSION ADULT.**

A bequest by a testator of all his real and personal estate to trustees as to the personal estate upon trusts for conversion and investment, and upon trust to pay the income thereof to the person, if any, who under the trusts or limitations thereafter contained should for the time being be tenant for life or otherwise entitled to the possession or receipt of the rents and profits of his real estate until such real estate should become vested in some person who should become adult tenant-in-tail thereof in possession, and from and after the happening of such last-mentioned event, then as to both capital and income upon trust for such last-mentioned person absolutely—apart from the gift

of the income thereof to the joint tenant for life, which was not questioned by the summons—raised a question as to whether such a bequest of personal estate was void for remoteness, as not being limited in terms in favour of a tenant-in-tail by purchase.

Held, following *Duncannon v. Smith* (1846, 12 Cl. & F. 546) that such a bequest is void for remoteness.

*Christie v. Gosling* (1866, L. R. 1 H. L. 279) and *Martelli v. Holloway* (1872, L. R. 5 H. L. 532) not applicable. The third paragraph to the headnote of the report of *Martelli v. Holloway* not wholly justified by the judgments.

This was an originating summons taken out by the plaintiff, as surviving trustee of the will of the testator, raising the question whether the bequest of the personal estate was void for remoteness, having regard to the fact that the trust was not in terms limited in favour of a tenant-in-tail by purchase. The respondents to the summons were the next-of-kin of the testator and the trustees of the plaintiff's marriage settlement, which included his interest under the will. The facts were as follows:—By his will, dated 27th May, 1891, the testator gave his real and personal estate to trustees as to the personal estate upon trusts for conversion and investment, and upon trust, to pay the income thereof to the person, if any, who, under the trusts or limitations thereafter contained, should for the time being be tenant for life or otherwise entitled to the possession or receipt of the rents and profits of his real estate until such real estate should become vested in some person who should become adult tenant-in-tail thereof in possession, and from and after the happening of such last-mentioned event, then as to both capital and income on trust for such last-mentioned person absolutely; and as to the real estate upon trust for his brother, John Atkinson, during his life, and from and after his death upon trust for the first and every other son of his said brother successively in remainder one after another, according to their respective seniorities in tail general. The testator died on 19th October, 1894. John Atkinson died on 29th November, 1914, and on his death the plaintiff, who was his eldest son, became entitled to the real estate as tenant-in-tail in possession, having attained twenty-one years.

SARGANT, J., after stating the facts, said: It is admitted that this bequest is void for remoteness, unless I can construe the trust as only applying to an adult tenant-in-tail by purchase. I am asked to adopt this construction on the authority of *Christie v. Gosling* (1866, L. R. 1 H. L. 279) and *Martelli v. Holloway* (1872 L. R. 5 H. L. 532), but in my view these decisions do not extend to the present case. In those two cases there were limitations of personal estate to correspond with limitations of real estate, and then there was a clause providing that the personal estate should not vest in any tenant-in-tail dying under the age of twenty-one years, but should go over on his death under that age. It is clear that, having regard to the law, the mischief to be guarded against by the proviso could only arise in the case of a tenant-in-tail by purchase, because if a vesting took place it could only be in a tenant-in-tail by purchase, and not in a tenant-in-tail by descent, and therefore the terms of the proviso were held only to apply to the limited class of tenants-in-tail by purchase. These decisions are therefore, in my opinion, no authority for applying a similar construction to the present will, which is governed by *Duncannon v. Smith* (1846, 12 Cl. & F. 546), and I must declare the bequest to be void for remoteness. I add that in my view the third paragraph of the headnote to the report of *Martelli v. Holloway*, commencing with the words "There may be a particular clause in a will," is expressed in rather wider language than the decision or the speeches of the learned law lords seemed to justify.—COUNSEL, *G. N. Marcy; W. R. Sheldon; W. J. Whittaker*. SOLICITORS, *Devonshire, Monkland, & Co.; Neish, Howell, & Haldane*.

[Reported by L. M. MAY, Barrister-at-Law.]

**Re WILSON. WILSON v. CLARK AND WILSON.** Sargant, J.

2nd December.

**DOWER—GAVELKIND—CLAIM TO ASSIGNMENT OF DOWER OUT OF THE PROCEEDS OF SALE OF LANDS SUBJECT TO DOWER.**

A doweress is not entitled as of right and against the heir to have an apportioned part of the moneys arising from the sale of lands subject to dower assigned to her.

The cases of *Re Hall's Estate* (1870, 9 Eq. 179) and *Gleeson v. Byrne* (25 L. R. Ir. 361) are cases where there was no adverse argument on the part of the heir and no opposition to the widow's claim, and are not authorities for the contrary proposition; and in the case of *Harrop v. Wilson* (34 Beav. 166) the land was taken compulsorily, and the widow having died between two dividend days her estate was held entitled to an apportionment of the dividend due on the second day. The heir is entitled to pay the dower as it accrues due in the same manner as if the purchase moneys were still land, which they, in fact, notionally remain.

Where the lands are gavelkind land, there is an *a fortiori* reason why the widow has not the right claimed in this action, because she is only entitled during widowhood and chastity.

C. Wilson died in 1902, seized of common socage and gavelkind lands, intestate, leaving a widow, the plaintiff in this action, and only one child, a daughter, who was his heiress and was then five years old. The widow took out letters of administration to her husband's personal estate, and in 1913 the daughter, the heiress at law, died while still an



infant, and the gavelkind lands were then sold. The plaintiff claimed as doweress at common law to have her dower out of the lands held in fee simple by her husband and out of the gavelkind lands, the dower at common law out of the lands held in fee simple by her husband being one-third during life, and that arising out of the gavelkind lands being one-half during widowhood and chastity. The properties having been sold, she claimed to have part of the proceeds of sale assigned to her absolutely in satisfaction of her claim to dower out of the lands. This contention was resisted by the defendants, who maintained that, since the Settled Land Acts, *prima facie* the rights in the purchase moneys on the sale of land should correspond as nearly as possible to the rights in the land itself. The plaintiff cited as authority to the contrary: *Re Hall's Estate* (L. R. 9 Eq. 179), *Harrop v. Wilson* (34 Beav. 166), and *Gleeson v. Byrne* (25 L. R. Ir. 261), and Seton on Judgments and Orders, 7th ed., pp. 913 and 1485.

SARGANT, J., in the course of his judgment, said: The plaintiff contends that there is authority in three reported cases to the effect that a doweress is entitled as of right and against the heir to have an apportionment part of the purchase money paid to her. In one of these cases, *Re Hall's Estate* (1870, 39 L. J. Ch. 392, L. R. 9 Eq. 179) there appears to have been no adverse argument on the part of the heir, and the case is no authority in favour of the plaintiff. In *Harrop v. Wilson* (34 Beav. 166), after the widow became entitled to dower, the land was taken compulsorily, and one-third of the purchase money was paid into court and carried to a separate account. The widow having died between two dividend days it was held that she was entitled to an apportionment of the dividend due on the second day. That is not an authority in favour of the plaintiff. In *Gleeson v. Byrne* (25 L. R. Ir. 361) *Re Hall's Estate* was followed, but there was no opposition to the widow's claim. The same criticism applies as to the forms in Seton on Judgments, 7th ed., pp. 913, 1485. It is obviously convenient that when an estate is being administered, if the widow will be good enough to take a sum down, the purchase money should be liberated from her right to dower, but the case is different when the other parties prefer that the dower shall be paid as it accrues due. Speaking generally, when purchase money is substituted for land, the rights of persons in the purchase money should correspond with their interests in the land. There is a further reason in the present case for deciding against the plaintiff, that she is only entitled to dower during widowhood; but I do not rest my decision on that.—COUNSEL, *Mark Romer, K.C., and Howard Wright; Martelli, K.C., and St. John Clerke; John E. Harman. Solicitors, Morley, Shirreff, & Co., for the plaintiff; Mason & Co., for the defendant Clark; A. J. Evans, for E. Lorimer Wilson, Manchester, for the defendant Wilson.*

[Reported by L. M. MAY, Barrister-at-Law.]

## New Orders, &c

### War Orders and Proclamations, &c.

The *London Gazette* of 31st December contains the following:—

1. A Treasury Order, dated 31st December (printed below), removing the limit on Savings Bank deposits.
2. A Foreign Office Notice, dated 31st December, making additions to the list of persons to whom articles to be exported to China and Siam may be consigned.
3. A Foreign Office Notice, dated 31st December, making additions to the list of persons to whom articles to be exported to China and Siam may be consigned.
4. An Order of the Central Control Board (Liquor Traffic) for the Shorncliffe Area, of which the following are the material provisions:—

#### Limits of Area.

1. The area to which this Order applies is the Shorncliffe area, being the area comprising the Boroughs of Deal, Dover, Folkestone, Hythe, Lydd, New Romney and Sandwich, and the Petty Sessional Divisions of Ashford, Deal, Elham, Romney Marsh and Wingham in the County of Kent.

#### Hours during which Intoxicating Liquor May be Sold.

2. The hours during which intoxicating liquor may be sold or supplied in any licensed premises or club shall be restricted and be as follows:—

#### On Weekdays:

The hours between 12 noon and 2.30 p.m., and between 6 p.m. and 8 p.m.

#### On Sundays:

The hours between 12.30 p.m. and 2.30 p.m., and between 6 p.m. and 8 p.m.

The remaining provisions appear to follow the previous Orders, and prohibit treating, credit, and the long pull, and permit the dilution of spirits to a specified degree.

5. The following Amendment Order of the same Board, dated 29th December, for the London area:—

On and after the tenth day of January, 1916, the evening hours on week days during which intoxicating liquor may be sold and supplied in any licensed premises or club for consumption on the premises in the Metropolitan Boroughs of Woolwich and Greenwich, the Urban Districts of Bexley, Dartford and Erith, and the Parishes of Crayford, Darenth, Stone, Sutton-at-Hone, Swanscombe and Wilmington, in the County of Kent, shall be the hours prescribed

by the Order of the Board made on the eighteenth day of November, 1915, for the rest of the London area, that is to say, the hours between 6.30 p.m. and 9.30 p.m. and not the hours between 6 p.m. and 9 p.m.

And the said Order shall be read as if the hours between 6.30 p.m. and 9.30 p.m. were expressly inserted in the paragraph (A) of the Article 2 (1) of the said Order instead of the hours between 6 p.m. and 9 p.m.

6. The following Order, dated 31st December, of the Minister of Munitions:—

In pursuance of the powers conferred on him by Regulation 30a of the Defence of the Realm (Consolidation) Regulations, 1914, the Minister of Munitions hereby orders that the War material, to which the Regulation applies, shall include War material of the following classes and descriptions, that is to say:—

Platinum metal ores, residues and bars containing the same.

All applications for a permit in connection with the above Order should be addressed to the Director of Materials to the Ministry of Munitions, Armament Buildings, Whitehall Place, S.W.

7. A War Office Notice, dated 15th December (printed below), respecting French and British military tribunals.

8. Admiralty Notices to Mariners:—

(1) Dated 29th December (No. 1273 of the year 1915, cancelling No. 1016 of 1915, which it repeats with amendments), relating to Scotland, East Coast, and Orkney Islands (Pilotage and Traffic Regulations).

(2) Dated 27th December (No. 1271 of the year 1915), relating to Scotland (Port of Inverness and Caledonian Canal—Entry of Neutral Vessels prohibited).

The *London Gazette* of 4th January contains the following:—

9. An Admiralty Notice to Mariners, dated 1st January (No. 6 of the year 1916, cancelling and repeating with amendments to Section III. Notice No. 1173 of 1915), relating to English Channel, North Sea, and Rivers Thames and Medway (Pilotage and Traffic Regulations).

## Savings Bank Deposits.

ORDER UNDER SECTION 7 OF THE WAR LOAN (SUPPLEMENTAL PROVISIONS) ACT, 1915 (5 & 6 GEO. 5, CH. 93).

In exercise of the powers conferred upon Them by section 7 (1) of the War Loan (Supplemental Provisions) Act, 1915, The Lords Commissioners of His Majesty's Treasury hereby direct that the provisions of section 1 of the Savings Bank Act, 1893, and of section 11 (1) of the Savings Banks Act, 1891, and any provisions in any other Act by which a limit is imposed on the amount which may be deposited in a savings bank shall cease to have effect from the date of this Order for the period of the War and for a period of six months thereafter.

In accordance with the provisions of the section above recited the amount (if any) by which the deposit at the time when this Order ceases to have effect of any person affected by the Order exceeds the deposit of that person at the time when the Order was made, will, as from the time when the Order ceases to have effect, be disregarded in calculating, for the purposes of any limit on the total amount which may be deposited, the amount deposited by that person.

Given under the hands of us, being Two of The Lords Commissioners of His Majesty's Treasury, this thirty-first day of December, 1915.

R. MCKENNA.

GEOFFREY HOWARD.

## French and British Military Tribunals.

War Office, 15th December, 1915.

His Britannic Majesty's Government and the Government of the French Republic agree to recognize during the present war the exclusive competence of the tribunals of their respective Armies with regard to persons belonging to these Armies, in whatever territory and of whatever nationality the accused may be.

In the case of infringements committed jointly or in complicity by individuals belonging to these two Armies, the French authors or accomplices shall be handed over to the French military jurisdiction and the British authors or accomplices shall be handed over to the British military jurisdiction.

The two Governments further agree to recognize during the present war the exclusive competence in French territory of French justice with regard to foreign persons in the British Army who may commit acts prejudicial to that Army, and the exclusive competence in British territory of British justice with regard to foreign persons in the French Army who may commit acts prejudicial to the said Army.

NOTE.—The above declaration should be considered as having been published in the *London Gazette* of the 15th December, 1915.

## Records of Alien Lodgers.

### LONDON POLICE WARNING.

The Commissioner of Police of the metropolis finds that the Order in Council of 13th April, which provides that the keepers of hotels, inns, boarding-houses, lodging-houses, or apartments shall ascertain

and enter in a register to be kept for the purpose the names and nationality of all persons over the age of fourteen years staying thereat, who are aliens, together with the dates of their arrival and departure and their destinations on departure, is not being properly observed, although efforts have been made to make the provisions of the Order in Council as widely known as possible.

The Commissioner gives notice that it will now be necessary for him to take proceedings in all cases in which it is found that there is not a full compliance with the requirements of the Order.

### Exports to Switzerland.

#### PROCEDURE ON APPLICATIONS FOR LICENCES.

The procedure to be followed by persons desiring to export to Switzerland certain articles the export of which to that country has been restricted during the war is explained by the Director of the War Trade Department of the Board of Trade.

He points out that persons who have already lodged applications for licences which have not yet been granted or refused should instruct their consignees to procure the necessary certificate from the Société Suisse de Surveillance Economique at Berne, and should forward it when received to the Department, quoting in the case of each certificate the War Trade Department number of the application to which it refers.

Steps are, however, being taken by the Foreign Office to procure from the Société Suisse, with the least possible delay, acceptance certificates in respect of goods for which guarantees have been furnished in the usual form to His Majesty's Legation in Berne, but for which licences had not been either granted or definitely refused before 20th December.

In the case of licences which have already been issued, and which have expired before shipment has been made, it will be necessary for exporters to return the expired licence to the War Trade Department and to make a fresh application accompanied by the certificate of the Société Suisse.

Information in regard to the Société Suisse can be obtained at the London bureau of the society, which is at 7, Princes-street, Westminster.

### Notice.

COLONIAL STOCK ACT, 1900 (63 & 64 VICT., c. 62).

#### ADDITION TO LIST OF STOCKS UNDER SECTION 2.

Pursuant to Section 2 of the Colonial Stock Act, 1900, the Lords Commissioners of His Majesty's Treasury hereby give notice that the provisions of the Act have been complied with in respect of the undermentioned Stock, registered or inscribed in the United Kingdom:—

South Australian Government 5 per cent. Inscribed Stock (1921-1923).

The restrictions mentioned in Section 2, Sub-section (2) of the Trustee Act, 1933, apply to the above Stock (see Colonial Stock Act, 1900, Section 2).

### Emergency Statutes.

#### CHAPTER 97.

### Increase of Rent and Mortgage Interest (War Restrictions) Act, 1915.

An Act to restrict, in connection with the present War, the Increase of the Rent of Small Dwelling-houses and the Increase of the Rate of Interest on, and the Calling in of, Securities on such Dwelling-houses. [23rd December, 1915.]

Be it enacted, &c. :—

1. *Restriction on raising rent or rate of mortgage interest.*—(1) Where the rent of a dwelling-house to which this Act applies, or the rate of interest on a mortgage to which this Act applies, has been, since the commencement of the present war, or is hereafter during the continuance of this Act, increased above the standard rent or the standard rate of interest as hereinafter defined, the amount by which the rent or interest payable exceeds the amount which would have been payable had the increase not been made shall, notwithstanding any agreement to the contrary, be irrecoverable:

Provided that—

(i) This subsection shall not apply to any rent or mortgage interest which accrued due before the twenty-fifth day of November, nineteen hundred and fifteen; and

(ii) Where the landlord has since the commencement of the present war incurred, or during the continuance of this Act incurs, expenditure on the improvement or structural alteration of a dwelling-house (not including expenditure on decoration or repairs), an increase of rent at a rate not exceeding six per cent. per annum on the amount so expended shall not be deemed to be an increase for the purposes of this Act; and

(iii) Any transfer to a tenant of any burden or liability previously borne by the landlord shall for the purposes of this Act be treated

as an alteration of rent, and where, as the result of such a transfer, the terms on which a dwelling-house is held are on the whole less favourable to the tenant than the previous terms the rent shall be deemed to be increased, whether or not the sum periodically payable by way of rent is increased, and any increase of rent in respect of any transfer to a landlord of any burden or liability previously borne by the tenant where, as the result of such transfer, the terms on which a dwelling-house is held are on the whole more favourable to the tenant than the previous terms shall be deemed not to be an increase of rent for the purposes of this Act, and if any question arises under this proviso the question shall be determined by the county court, whose decision shall be final and conclusive; and

(iv) Where the landlord pays the rates chargeable on, or which but for the enactments relating to compounding would be chargeable on, the occupier of any dwelling-house, an increase of the rent of the dwelling-house shall not be deemed to be an increase for the purposes of this Act if the amount of the increase does not exceed any increase in the amount for the time being payable by the landlord in respect of such rates over the corresponding amount paid in respect of the yearly, half-yearly or other period which included the third day of August, nineteen hundred and fourteen, and for the purposes of this proviso the expression "rates" includes water rents and charges; and

(v) Where the rate of mortgage interest has been increased in compliance with, or in consequence of, a notice in writing demanding either repayment of the mortgage or an increased rate of interest given prior to the fourth day of August, nineteen hundred and fourteen, such increase shall not be deemed to be an increase for the purposes of this Act; and

(vi) Wherever an increase of rent is by this Act permitted, no such increase shall be due or recoverable until the expiry of four clear weeks after the landlord has served upon the tenant a notice in writing of his intention to increase the rent, accompanied—

(a) where the increase of rent is on account of such expenditure as is mentioned in proviso (ii) to this subsection, by a statement of the improvements or alterations effected and of their cost; and

(b) where the increase of rent is on account of an increase in rates, by a statement showing particulars of the increased amount charged in respect of rates on the dwelling-house; and

(c) where such a notice has been served on any tenant the increase may be continued without service of any fresh notice on any subsequent tenant.

(2) A person shall not in consideration of the grant, renewal, or continuance of a tenancy of any dwelling-house to which this Act applies require the payment of any fine, premium, or other like sum in addition to the rent, and where any such payment has been made in respect of any such dwelling-house after the twenty-fifth day of November, nineteen hundred and fifteen, then the amount shall be recoverable by the tenant by whom it was made from the landlord, and may without prejudice to any other method of recovery be deducted from any rent payable by him to the landlord, but this provision shall not apply to any payment under an agreement entered into before the fourth day of August, nineteen hundred and fourteen.

(3) No order for the recovery of possession of a dwelling-house to which this Act applies or for the ejectment of a tenant therefrom shall be made so long as the tenant continues to pay rent at the agreed rate as modified by this Act and performs the other conditions of the tenancy, except on the ground that the tenant has committed waste or has been guilty of conduct which is a nuisance or an annoyance to adjoining or neighbouring occupiers, or that the premises are reasonably required by the landlord for the occupation of himself or some other person in his employ, or in the employ of some tenant from him, or on some other ground which may be deemed satisfactory by the court making such order, and where such order has been made but not executed before the passing of this Act the court by which the order was made may, if it is of opinion that the order would not have been made if this Act had been in operation at the date of the making of the order, rescind or vary the order in such manner as the court may think fit for the purpose of giving effect to this Act.

(4) It shall not be lawful for any mortgagee under a mortgage to which this Act applies, during the continuance of this Act, and so long as interest at the standard rate is paid and is not more than twenty-one days in arrear, and the covenants by the mortgagor (other than the covenant for the repayment of the principal money secured) are performed and observed, and so long as the mortgagor keeps the property in a proper state of repair and pays all interest and instalments of principal recoverable under any prior encumbrance, to call in his mortgage or to take any steps for exercising any right of foreclosure or sale, or for otherwise enforcing his security or for recovering the principal money thereby secured:

Provided that this provision shall not apply to a mortgage where the principal money secured thereby is repayable by means of periodical instalments extending over a term of not less than ten years from the creation of the mortgage, nor shall this provision affect any power of sale exercisable by a mortgagee who was at the twenty-fifth day of November, nineteen hundred and fifteen, a mortgagee in possession, or in cases where the mortgagor consents to the exercise by the mortgagee of the powers conferred by the mortgage:

Provided also that if, in the case of a mortgage of a leasehold interest, the mortgagee satisfies the county court that his security is seriously diminishing in value or is otherwise in jeopardy, and that for that reason it is reasonable that the mortgage should be called in



and enforced, the court may by order authorize him to call in and enforce the same, and thereupon this subsection shall not apply to such mortgage.

**2. Interpretation and application.]—**(1) For the purposes of this Act except where the context otherwise requires:—

(a) The expression "standard rent" means the rent at which the dwelling-house was let on the third day of August, nineteen hundred and fourteen, or, where the dwelling-house was not let on that date, the rent at which it was last let before that date, or, in the case of a dwelling-house which was first let after the said third day of August, the rent at which it was first let:

(b) The expression "standard rate of interest" means in the case of a mortgage in force on the third day of August, nineteen hundred and fourteen, the rate of interest payable at that date, or, in the case of a mortgage created since that date, the original rate of interest:

(c) The expression "rateable value" means the rateable value on the third day of August, nineteen hundred and fourteen, or, in the case of a house or part of a house first assessed after that date, the rateable value at which it was first assessed:

(d) The expressions "landlord," "tenant," "mortgagee," and "mortgagor" include any person from time to time deriving title under the original landlord, tenant, mortgagee, or mortgagor:

(e) The expression "mortgage" includes a land charge under the Land Transfer Acts, 1875 [38 & 39 Vict. c. 87] and 1897 [60 & 61 Vict. c. 65].

(2) This Act shall apply to a house or a part of a house let as a separate dwelling where such letting does not include any land other than the site of the dwelling-house and a garden or other premises within the curtilage of the dwelling-house, and where either the annual amount of the standard rent or the rateable value of the house or part of the house does not exceed—

(a) in the case of a house situate in the metropolitan police district, including therein the city of London, thirty-five pounds;

(b) in the case of a house situate in Scotland, thirty pounds; and

(c) in the case of a house situate elsewhere, twenty-six pounds;

and every such house or part of a house shall be deemed to be a dwelling-house to which this Act applies: Provided that this Act shall not apply to a dwelling-house let at a rent which includes payments in respect of board, attendance, or use of furniture.

(3) Where, for the purpose of determining the standard rent or rateable value of a dwelling-house to which this Act applies, it is necessary to apportion the rent at the date in relation to which the standard rent is to be fixed or the rateable value of the property in which that dwelling-house is comprised, a county court may, on application by either party, make such apportionment as seems just, and the decision of the court as to the amount to be apportioned to the dwelling-house shall be final and conclusive.

(4) Subject to the provisions of this Act, this Act shall apply to every mortgage where the mortgaged property consists of or comprises one or more dwelling-houses to which this Act applies, or any interest therein except that it shall not apply—

(a) To any mortgage comprising one or more dwelling-houses to which this Act applies and other land if the rateable value of such dwelling-houses is less than one-tenth of the rateable value of the whole of the land comprised in the mortgage, or

(b) to an equitable charge by deposit of title deeds or otherwise.

(5) Where this Act has become applicable to any dwelling-house or any mortgage thereon it shall continue to apply thereto whether or not the dwelling-house continues to be a dwelling-house to which this Act applies.

(6) Where the standard rent payable in respect of any tenancy of a dwelling-house is less than two-thirds of the rateable value thereof, this Act shall not apply to that rent or tenancy nor to any mortgage by the landlord from whom the tenancy is held of his interest in the dwelling-house.

**3. Rules as to procedure.]—**The Lord Chancellor may make such rules and give such directions as he thinks fit for the purpose of giving effect to this Act, and may by those rules or directions provide for any proceedings for the purposes of this Act being conducted so far as desirable in private and for the remission of any fees.

**4. Application to Scotland and Ireland.]—**(1) This Act shall apply to Scotland, subject to the following modifications:—

"Mortgage and incumbrance" mean a heritable security; "fine" means grassum or consideration other than rent; "mortgagor" and "mortgagee" mean respectively the debtor and the creditor in a heritable security; "covenant" means obligation; "mortgaged property" means the heritable subject or subjects included in a heritable security; "rateable value" means yearly value according to the valuation roll; "rateable value on the third day of August, nineteen hundred and fourteen," means yearly value according to the valuation roll for the year ending fifteenth day of May, nineteen hundred and fifteen; "assessed" means entered in the valuation roll; "committed waste" means "wilfully destroyed the property"; "land" means lands and heritages; "enactments relating to compounding" include the House-letting and Rating

(Scotland) Act, 1911 [1 & 2 Geo. 5. c. 53]; "rate" means assessment as defined in the last-mentioned Act; "Lord Chancellor" means the Court of Session; "rules" means act of sederunt; and "county court" means the sheriff.

(2) This Act shall apply to Ireland subject to the following modifications:—

(a) A reference to the Lord Chancellor of Ireland shall be substituted for the reference to the Lord Chancellor;

(b) The expression "mortgage" includes a charge by registered disposition under the Local Registration of Title (Ireland) Act, 1891 [54 & 55 Vict. c. 66];

(c) The expression "rateable value" means the annual rateable value under the Irish Valuation Acts: Provided that where part of a house let as a separate dwelling is not separately valued under those Acts, the Commissioner of Valuation and Boundary Surveyor may on the application of the landlord or tenant make such apportionment of the rateable value of the whole house as seems just, and his decision as to the amount to be apportioned to the part of the house shall be final and conclusive, and that amount shall be taken to be the rateable value of the part of the house for the purposes of this Act, but not further or otherwise.

**5. Short title and duration.]—**(1) This Act may be cited as the Increase of Rent and Mortgage Interest (War Restrictions) Act, 1915.

(2) This Act shall continue in force during the continuance of the present war and for a period of six months thereafter and no longer, but the expiration of this Act shall not render recoverable any rent or interest which during the continuance thereof was irrecoverable or affect the right of a tenant to recover any sum which during the continuance thereof was under this Act recoverable by him.

## Obituary.

### Mr. William Henry Lendon.

We regret to record the death at Croydon on 23rd December of Mr. William Henry Lendon, of 31, Budge-row, E.C., and formerly of Holmleigh, Copers Cope-road, Beckenham.

Mr. Lendon was born at Greenwich in 1850, and was educated at the Maidstone Grammar School. He was articled to the late Mr. Frederick Scudamore, who was Clerk of the Peace and County Solicitor, and was admitted in 1872, subsequently becoming a partner in the firm of Layton, Sons & Lendon. In 1900 he retired from that firm, and in 1905 took into partnership his son-in-law, Mr. Alfred Carpenter. This partnership, under the name of Lendon & Carpenter, continued till the time of his death.

Mr. Lendon married Miss Fanny Arkcoll, of Maidstone. For many years he resided at Beckenham, and took an active part in local affairs. He was elected to the Beckenham Local Board in 1889, and continued a member of the local governing body until 1907. He thrice occupied the chair, in 1893 and 1894, the last years of the old Local Board, and then as Chairman of the Urban District Council in 1897, the year of Queen Victoria's Diamond Jubilee. Mr. Lendon was Rector's churchwarden of the Beckenham Parish Church for 1885-1899. As hon. secretary and treasurer of the building committee of this church during the whole period the work was in hand (eighteen years), Mr. Lendon did a colossal task, some £30,000 being raised in voluntary subscriptions. One of the five great east windows was given by Mr. and Mrs. Lendon, and in 1903, on the death of his wife, he and his family placed a stained-glass memorial window in the porch.

Mr. Lendon was also a keen supporter of local entertainments and sports, and the provision of public baths for Beckenham and the formation of the Baths Swimming Club were largely due to his advocacy. There were, indeed, few institutions in which he was not interested. This many-sided activity in social life will not appear surprising to those who only knew him professionally, and his never-failing geniality and high character made it a pleasure to have business relations with him. His loss is very genuinely regretted.

Mr. Lendon was buried at Beckenham Parish Church on Tuesday, 28th December.

### Mr. Gerald T. Fitzgerald.

Captain Gerald Thomas Fitzgerald, 15th Durham L.I., who was killed in France on 30th December, was educated at Harrow and King's College, Cambridge, and was called to the Bar at the Inner Temple in 1908, and joined the South-Eastern Circuit. He was also a member of Lincoln's Inn. At the outbreak of the war he joined the Inns of Court O.T.C., and received a commission in the 15th Durham L.I. in September, 1914, being promoted lieutenant the same year and captain in June last. He was wounded at Loos on 26th September, and rejoined his battalion on being discharged from hospital. Captain Fitzgerald was the elder son of the Hon. J. D. Fitzgerald, K.C., of the Inner Temple, and grandson of Sir Thomas Barrett-Lennard, Bart., of Belhus, Essex.

## The Seizure of a Scottish Journal.

In the House of Commons on Tuesday, says the *Times*, Mr. Anderson asked the Lord Advocate on whose authority, by whose orders, and on what ground the Scottish Labour paper *Forward* had been seized; Mr. Pringle asked whether the editor would be brought to trial and the proceedings conducted in public; and Mr. Outhwaite asked whether the *Forward* had been seized because it had published a report of a recent meeting held by the Minister of Munitions shewing that he received a hostile reception from organized labour on the Clyde.

Mr. Tennant: My right hon. friend has asked me to reply. I have not yet received the official report of the details of the action taken against the newspaper *Forward*, but I understand that the action was taken by the competent military authority in Scotland under regulation 51 of the Defence of the Realm Regulations at the instance of the Ministry of Munitions.

Mr. Pringle: What about free speech?

Mr. Tennant: The ground for the action taken was an offence under regulation 27. It does not necessarily follow that there will be any trial.

Mr. Anderson: Has it become an offence and a crime in this country to give a truthful account of the reception accorded by organized labour in Glasgow to the Minister of Munitions, and are we to look upon this as the first fruits of conscription?

Mr. Tennant: No, sir; I hope my hon. friend will draw no such conclusion. The order under which this newspaper was proceeded against was submitted to the legal authorities in Scotland, and I have their assurance that the proceedings were perfectly legal and in order.

Mr. Pringle: Is my right hon. friend aware that the Minister of Munitions went to Scotland as the champion of free speech and appealed to the working men there on that ground to hear him, and used the name of the hon. member for Leicester (Mr. Ramsay MacDonald) for that purpose? Does he think it is in accordance with the professions with which he went there that this should be the first action after his visit?

Mr. Tennant: I am assured that this newspaper was about to publish, and did in fact publish, something—whether in the nature of news or articles I am not aware, as I have not seen it—which was distinctly against the Defence of the Realm and dangerous to the country. I am assured that was so. (Mr. Pringle: Take it to trial.) An article would be dangerous to the defence of the country, if it asked the makers of munitions not to produce them in the numbers required.

## The Opening of the New Public Trustee Office.

The new offices of the Public Trustee in Kingsway were, says the *Morning Post*, declared open by the Earl of Halsbury on Friday, 31st December. Among others present were the Countess of Halsbury, Lord Muir Mackenzie, Lord Southwark, Mr. Justice Low, Lady Mary Stewart, Lady Charlotte Graham Toler, Lady Margaret Jenkins, Lady Vincent, Sir Forrest Fulton, Sir John Dickinson, Sir H. Gibson, Sir Edward Cooper, Sir Thomas B. Crosby, Sir F. Painter, Sir George Perley, Sir H. Tanner, and Mr. C. J. Stewart (the Public Trustee).

Lord Halsbury said that £5,000, chiefly capital expenditure, was spent in establishing the office, and it now had a comfortable income of £75,000 a year. That said a good deal for it as a mere commercial speculation. But there was another and a more pathetic side to it: when he was in a judicial position it came to his notice that a great many people were defrauded by their trustees, and it became a scandal that such a state of things should continue. It was not always intentional fraud, but there was a perpetual conflict between the trustee and the *cestui que trust*. The result of speculation on the part of trustees was often poverty and misery instead of what had been intended as a comfortable provision for life. Breaches of trust were constant, and serious injury was done. Now the beneficiaries had a trustee that could not be induced by any kind of persuasion that there were going to be wonderful results from this, that, or the other investment. The Public Trustee was iron-hearted and would not yield to the flattering words of the tempter. In this matter our Colonies, particularly New Zealand, had taught us something. The Public Trustee's office did not cost the taxpayer a single penny. Lord Muir Mackenzie also addressed the gathering, observing that they were all assisting at the opening of a veritable Palace of Trust.

Reporting on Tuesday to the Quarter Sessions at Kingston, the Surrey Licensing Committee stated that three licensed houses closed last year cost the county compensation fund £2,937 14s. 7d., and there was a surplus of about £8,000 to carry forward. The committee recommended that, in view of the substantial balance in hand, the additional taxation recently imposed by Parliament, the shortened hours of sale, and other restrictions placed upon the licensed trade, no levy should be made for the coming year. This was agreed to.

IT'S WAR-TIME, BUT — DON'T FORGET

THE MIDDLESEX HOSPITAL.

ITS RESPONSIBILITIES ARE GREAT AND MUST BE MET.

## Legal News.

### Changes in Partnerships.

#### Dissolutions.

FRANCIS CAPEL CURE, RICHARD FRANCIS BALL, CAMPBELL MOUNTAGUE EDWARD WYNNE, and HENRY THOMAS STEPHEN KEMLO, solicitors (Capel Cure & Ball), 6, Clement's-inn, London. Jan. 1. The said Francis Capel Cure, Campbell Mountague Edward Wynne, and Henry Thomas Stephen Kemlo will continue the said business under the same name and style as heretofore.

JOHN COOTE and LOUIS SAURIN RICHARDS, solicitors (Coote & Richards), 5, John-street, Bedford-row, in the county of London. Dec. 31.

ROBERT GEORGE HARRISON and CLAUD EDWARD DARRELL, solicitors (Goodacre, Harrison & Darrell) 111, High-street, Slough, Castle Hill, Windsor, and 8, Bush-lane, London, E.C. Dec. 31.

WALTER RAVENSCROFT and CHARLES JOHN WILLIAM HAYWARD, solicitors (Rising & Ravenscroft), 95, Cannon-street, London, E.C. Dec. 31. [Gazette, Jan. 4.]

#### General.

"Sheriff-Elect," writing to the *Times* of the 4th inst., says:—"I was glad to read the letter of 'Solicitor' in your issue of 29th December. He is quite right in what he states. Many Sheriffs-elect, who could have 'stood the racket' comfortably in ordinary times, find their means now so reduced that the burden is too heavy. I should welcome, and so, I am sure, would many like myself, an order forbidding certain expenses. In no way but by some such order can the case be suitably met, and what can be done to secure this relief from a wholly unjustifiable waste of money?"

A Reuter's message from The Hague dated 5th January says:—"A long review of the work of the Netherlands Overseas Trust was published to-day, the anniversary of its foundation. The review concludes: 'So long as peace is not assured the Trust remains a necessity for Dutch overseas trade, and its utility will be fully apparent after the war.' The importers of Java tea have been asked to create a Tea Commission, with its seat at Amsterdam, which, in co-operation with the Dutch Overseas Trust, will draw up a list of *bona fide* buyers to whom exclusively tea can be sold by the importers."

The Washington correspondent of the Associated Press telegraphs from New York, under date 30th December:—"The personnel of the International Commission which is to represent Great Britain and the United States under the Peace Treaty negotiated by Mr. Bryan have been chosen. The names will soon be announced formally. Mr. George Gray, the American jurist, is to be the national member for the United States, and Senhor Domicio de Gama, the Brazilian Ambassador to the United States, the non-national member. Lord Bryce will be the national member for Great Britain, and M. Max Corecki, member of the Russian Council of Empire, the non-national member. Dr. Fridtjof Nansen, the Arctic explorer, will be the umpire. In conformity with the provisions of the Treaty, if British Colonial possessions are involved in controversy they are to be represented by Sir Charles Fitzpatrick, who has been chosen for Canada, Sir George Reid for Australia, and Mr. W. P. Schreiner for the Union of South Africa."

Seventeen lodging-house keepers at Hammersmith, Fulham, and Shepherd's Bush were, says the *Times*, summoned before the Hon. John de Grey at West London Police Court on Tuesday for having failed to register the names and nationalities of persons over fourteen staying at their houses. Two women—one who had two Italians staying with her in Moore Park-road, Fulham, and another with whom two Turks, who, she said, had stated they were Belgians, lodged at Macfarlane-road, Shepherd's Bush—were each fined 5s. Clara Le Dien, of Wood-lane, Shepherd's Bush, was charged with having an Austrian and his wife staying with her. The police stated that the necessary forms had not been filled up by the defendant. Mr. de Grey said that was a dangerous state of affairs, and imposed a fine of £5 or one month's imprisonment. In the other cases it was stated that the lodgers were Danish, French, Italian, and Belgian, and some of the defendants said they thought it was necessary to register only alien enemies. Fines of 5s. were imposed.

The public are cautioned to be sure of obtaining the genuine "Oxford" Sectional Bookcase, as exhibited at "Ideal Homes" and other exhibitions, particulars of which may be obtained free from the sole inventors and manufacturers, William Baker & Co., Oxford. Avoid imitations, which, although similar in name and general appearance, are quite differently constructed, of inferior finish, and more expensive. The "Oxford" is only genuine when connected with the name of WILLIAM BAKER & Co.—(Advt.)



## Court Papers.

### Supreme Court of Judicature.

#### ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	EMERGENCY ROTA.	APPEAL COURT No. 1.	Mr. Justice NEVILLE.	Mr. Justice EYE.
Monday ..Jan. 10	Mr. Church	Mr. Borrer	Mr. Syngé	Mr. Greaswell
Tuesday .. 11	Farmer	Leach	Borrer	Church
Wednesday .. 12	Syngé	Goldschmidt	Jolly	Leach
Thursday .. 13	Jolly	Bloxam	Bloxam	Borrer
Friday .. 14	Bloxam	Church	Goldschmidt	Syngé
Saturday .. 15	Greaswell	Syngé	Farmer	Jolly

  

Date.	Mr. Justice SARGANT.	Mr. Justice ASTBURY.	Mr. Justice YOUNGER.	Mr. Justice PETERSON.
Monday ..Jan. 10	Mr. Jolly	Mr. Farmer	Mr. Goldschmidt	Mr. Leach
Tuesday .. 11	Greaswell	Syngé	Bloxam	Goldschmidt
Wednesday .. 12	Borrer	Bloxam	Farmer	Church
Thursday .. 13	Syngé	Goldschmidt	Church	Greaswell
Friday .. 14	Farmer	Leach	Greaswell	Jolly
Saturday .. 15	Bloxam	Church	Leach	Borrer

### HILARY SITTINGS, 1916.

#### COURT OF APPEAL.

##### APPEAL COURT I.

Tuesday, 11th January—Ex parte Applications, Original Motions, Interlocutory Appeals from the Chancery, Probate and Divorce Divisions, and, if necessary, Chancery Final Appeals.

Wednesday, 12th January—Chancery Final Appeals will be taken and continued until further notice.

##### APPEAL COURT II.

Tuesday, 11th January—Ex parte Applications, Original Motions and Interlocutory Appeals from the King's Bench Division.

Wednesday, 12th January—Final Appeals from the King's Bench Division will be taken and continued until further notice.

##### CHANCERY COURT IV.

##### Mr. Justice NEVILLE.

The Business in this Court (except when otherwise advertised) will be taken as follows:—

Mondays ..... Sitting in Chambers.

Tuesdays .... { Companies' Acts and non-wit list.

Wednesdays .. { Fur cons and non-wit list.

Thursdays ..... Non-wit list.

Fridays ..... { Mts, sht causes, pets, and non-wit list.

##### LORD CHANCELLOR'S COURT.

##### Mr. Justice EYE.

Tues, Jan 11 { Mts, sht caus, pets, fur con, and non-wit list.

Wednesday 12 { Non-wit list.

Thursday .. 13 { Non-wit list.

Friday .. 14 { Mts and non-wit list.

Monday .. 17 { Sitting in chambers.

Tuesday .. 18 { Sht caus, pets, fur con, and non-wit list.

Wednesday 19 { Non-wit list.

Thursday .. 20 { Liverpool and Manchester business.

Friday .. 21 { Mts and non-wit list.

Monday .. 24 { Sitting in chambers.

Tuesday .. 25 { Sht caus, pets, fur con, and non-wit list.

Wednesday 26 { Non-wit list.

Thursday .. 27 { Mts and non-wit list.

Monday .. 31 { Sitting in chambers.

Tues. Feb. 1 { Sht causes, pets, fur cons and non-wit list.

Wednesday 2 { Non-wit list.

Thursday .. 3 { Manchester and Liverpool business.

Friday .. 4 { Mts and non-wit list.

Monday .. 7 { Sitting in chambers.

Tuesday .. 8 { Sht caus, pets, fur con, and non-wit list.

Wednesday 9 { Non-wit list.

Thursday .. 10 { Non-wit list.

Friday .. 11 { Mts and non-wit list.

Monday .. 14 { Sitting in chambers.

Tuesday .. 16 { Sht caus, pets, fur con, and non-wit list.

Wednesday 16 { Non-wit list.

Thursday .. 17 { Liverpool and Manchester business.

Friday .. 18 { Mts and non-wit list.

Monday .. 21 { Sitting in chambers.

Tuesday .. 22 { Sht caus, pets, fur con, and non-wit list.

Wednesday 23 { Non-wit list.

Thursday .. 24 { Non-wit list.

Friday .. 25 { Mts and non-wit list.

Monday .. 28 { Sitting in chambers.

Tuesday .. 29 { Sht caus, pets, fur con, and non-wit list.

Wednesday .. Mar. 1 { Non-wit list.

Thursday .. 2 { Manchester and Liverpool business.

Friday .. 3 { Mts and non-wit list.

Monday .. 6 { Sitting in chambers.

Tuesday .. 7 { Sht caus, pets, fur con, and non-wit list.

Wednesday 8 { Non-wit list.

Thursday .. 9 { Non-wit list.

Friday .. 10 { Mts and non-wit list.

Monday .. 13 { Sitting in chambers.

Tuesday .. 14 { Sht caus, pets, fur con, and non-wit list.

Wednesday 15 { Non-wit list.

Thursday .. 16 { Manchester and Liverpool business.

Friday .. 17 { Mts and non-wit list.

Monday .. 20 { Sitting in chambers.

Tuesday .. 21 { Sht caus, pets, fur con, and non-wit list.

Wednesday 22 { Non-wit list.

Thursday .. 23 { Non-wit list.

Friday .. 24 { Mts and non-wit list.

Monday .. 27 { Sitting in chambers.

Tuesday .. 28 { Sht caus, pets, fur con, and non-wit list.

Wednesday 29 { Non-wit list.

Thursday .. 30 { Manchester and Liverpool business.

Friday .. 31 { Mts and non-wit list.

Mon., April 3 { Sitting in chambers.

Tuesday .. 4 { Sht caus, pets, fur con, and non-wit list.

Wednesday 5 { Non-wit list.

Thursday .. 6 { Mts and non-wit list.

Friday .. 7 { Mts and non-wit list.

Monday .. 10 { Sitting in chambers.

Tuesday .. 11 { Sht caus, pets, fur con, and non-wit list.

Wednesday 12 { Non-wit list.

Thursday .. 13 { Liverpool and Manchester business.

Friday .. 14 { Mts and non-wit list.

Monday .. 17 { Sitting in chambers.

Tuesday .. 18 { Sht caus, pets, fur con, and non-wit list.

Wednesday 19 { Non-wit list.

Any cause intended to be heard as a short cause must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard. Two copies of minutes of the proposed judgment or order must be left in court with the judge's clerk one clear day before the further consideration is ready to come into the paper.

N.B.—The following papers on further consideration are required for the use of the Judge, viz.:—Two copies of minutes of the proposed order, 1 copy pleadings, 1 copy judgment and 1 copy master's certificate, which must be left in court with the judge's clerk one clear day before the further consideration is ready to come into the paper.

##### CHANCERY COURT I.

##### Mr. Justice SARGANT.

Except when other Business is advertised in the Daily Cause List Mr. Justice Sargant will take Actions with Witnesses throughout the Sittings.

## ROYAL EXCHANGE ASSURANCE.

INCORPORATED A.D. 1720.

FIRE, LIFE, SEA, PLATE GLASS, ACCIDENT, BURGLARY, LIVE STOCK, EMPLOYERS' LIABILITY, THIRD PARTY, MOTOR CAR, LIFT, BOILER, FIDELITY GUARANTEES.

SPECIAL TERMS GRANTED TO ANNUITANTS WHEN HEALTH IS IMPAIRED.

The Corporation is prepared to act as TRUSTEE and EXECUTOR.

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LAW COURTS BRANCH: 29 & 30, HIGH HOLBORN, W.C.

##### CHANCERY COURT II.

##### Mr. Justice ASTBURY.

Except when other Business is advertised in the Daily Cause List Actions with Witnesses will be taken throughout the Sittings.

##### CHANCERY COURT IV.

##### Mr. Justice YOUNGER.

Tues., Jan. 11 { Mts  
Sums under Trading with the Enemy Acts.

Wednesday 12 { Non-wit list.

Thursday .. 13 { Non-wit list.

Friday .. 14 { Mts and non-wit list.

Monday .. 17 { Sitting in chambers.

Tuesday .. 18 { Sht caus, pets, fur con, non-wit list and Sums under Trading with the Enemy Acts.

Wednesday 19 { Non-wit list.

Thursday .. 20 { Non-wit list.

Friday .. 21 { Mts and non-wit list.

Monday .. 24 { Sitting in chambers.

Tuesday .. 25 { Sht caus, pets, fur con, non-wit list and Sums under Trading with the Enemy Acts.

Wednesday 26 { Non-wit list.

Thursday .. 27 { Non-wit list.

Friday .. 28 { Mts and non-wit list.

Monday .. 31 { Sitting in chambers.

Tues., Feb. 1 { Mts, sht caus, pets, fur con, non-wit list and Sums under Trading with the Enemy Acts.

Wednesday 2 { Non-wit list.

Thursday .. 3 { Non-wit list.

Friday .. 4 { Mts and non-wit list.

Monday .. 7 { Sitting in chambers.

Tuesday .. 8 { Sht caus, pets, fur con, non-wit list and Sums under Trading with the Enemy Acts.

Wednesday 9 { Non-wit list.

Thursday .. 10 { Non-wit list.

Friday .. 11 { Mts and non-wit list.

Monday .. 14 { Sitting in chambers.

Tuesday .. 15 { Sht caus, pets, fur con, non-wit list, and Sums under Trading with the Enemy Acts.

Wednesday 16 { Non-wit list.

Thursday .. 17 { Non-wit list.

Friday .. 18 { Mts and non-wit list.

Monday .. 21 { Sitting in chambers.

Tuesday .. 22 { Sht caus, pets, fur con, non-wit list, and Sums under Trading with the Enemy Acts.

Wednesday 23 { Non-wit list.

Thursday .. 24 { Non-wit list.

Friday .. 25 { Mts and non-wit list.

Monday .. 28 { Sitting in chambers.

Tuesday .. 29 { Sht caus, pets, fur con, non-wit list, and Sums under Trading with the Enemy Acts.

Wednesday 30 { Non-wit list.

Thursday .. 31 { Non-wit list.

Friday .. Mar. 1 { Not-wit list.

Thursday .. 2 { Not-wit list.

Friday .. 3 { Mts and non-wit list.

Monday .. 6 { Sitting in chambers.

Tuesday .. 7 { Sht caus, pets, fur con, non-wit list, and Sums under Trading with the Enemy Acts.

Wednesday 8 { Non-wit list.

Thursday .. 9 { Non-wit list.

Friday .. 10 { Mts and non-wit list.

Monday .. 13 { Sitting in chambers.

Tuesday .. 14 { Sht caus, pets, fur con, non-wit list, and Sums under Trading with the Enemy Acts.

Wednesday 15 { Non-wit list.

Thursday .. 16 { Non-wit list.

Friday .. 17 { Mts and non-wit list.

Monday .. 20 { Sitting in chambers.

Tuesday .. 21 { Sht caus, pets, fur con, non-wit list, and Sums under Trading with the Enemy Acts.

Wednesday 22 { Non-wit list.

Thursday .. 23 { Non-wit list.

Friday .. 24 { Mts and non-wit list.

Monday .. 27 { Sitting in chambers.

Tuesday .. 28 { Sht caus, pets, fur con, non-wit list and Sums under Trading with the Enemy Acts.

Wednesday 29 { Non-wit list.

Thursday .. 30 { Mts and non-wit list.

Friday .. 31 { Sitting in chambers.

Mon., April 3 { Sht caus, pets, fur con, non-wit list, and Sums under Trading with the Enemy Acts.

Tuesday .. 4 { Sht caus, pets, fur con, non-wit list and Sums under Trading with the Enemy Acts.

Wednesday 5 { Non-wit list.

Thursday .. 6 { Non-wit list.

Friday .. 7 { Mts and non-wit list.

Monday .. 10 { Sitting in chambers.

Tuesday .. 11 { Sht caus, pets, fur con, non-wit list and Sums under Trading with the Enemy Acts.

Wednesday 12 { Non-wit list.

Thursday .. 13 { Non-wit list.

Friday .. 14 { Mts and non-wit list.

Monday .. 17 { Sitting in chambers.

Tuesday .. 18 { Sht caus, pets, fur con, non-wit list, and Sums under Trading with the Enemy Acts.

Wednesday 19 { Non-wit list.

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N.B.—The following papers on further consideration are required for the use of the Judge, viz.:—Two copies of minutes of the proposed Judgment or Order, 1 Copy Pleadings and 1 Copy Master's Certificate, which must be left in court with the judge's clerk one clear day before the further consideration is ready to come into the paper.

##### CHANCERY COURT V.

##### Mr. Justice PETERSON.

Except when other Business is advertised in the Daily Cause List Actions with Witnesses will be taken throughout the Sittings.

## COURT OF APPEAL.

HILARY SITTINGS, 1916.

The Appeals or other Business proposed to be taken will, from time to time, be announced in the Daily Cause List.

FROM THE CHANCERY DIVISION, THE PROBATE, DIVORCE, AND ADMIRALTY DIVISION (PROBATE AND DIVORCE) AND THE COUNTY PALATINE AND STANNARIES COURTS.

(General List.)

1914.

Actiengesellschaft Fur Anilin Fabrication in Berlin and anr v Levenstein ld (s o until after termination of war)

In the Matter of Letters Patent granted to Edward Mertens, No. 17,198 of 1904, and In the Matter of the Patents and Designs Acts, 1907 and 1908 (s o one week's notice on either side to restore)

Read v The Stella Conduit Co (s o for appointment of legal representative, Jan 26, 1915)

1915.

In the Matter of Letters Patent granted to William Taylor and In the Patents and Designs Act, 1907

In re Stoodley's Will Trusts Hoonson v Locock

In the Matter of the Estate of William Bain, dec Bain v Bain.

In re Randall's Trusts Randall v Randall

Manchester District Registry In re Milliam Barningahm, dec Barningham v Barningham

In re Same

Carnell v Harrison.

Horlick's Malted Milk Co v Summerskill.

In re Henry Dacre, dec Whitaker v Dacre and anr

In the matter of the Estate of Sir John E Murray Scott, Bart, dec Scott v Scott

In the Matter of the Companies Acts, 1906 and 1913 and In the Matter of the United Counties Insee Co ld

In the Matter of Applications by Thomas W. Garratt (trading as Osborne, Garratt & Co) for the registration of Trade Marks, Nos 367, 488-89-90 and In the Matter of the Trade Marks Act, 1905

Wood v Jacob and ors.

The Law Guarantee Trust and Accident Soc ld (in liquidation) and The Munich Reinsurance Co

Orton v Bristow and ors

In re Sir H A Layard, dec Layard v Earl of Bessborough and ors

Companies Winding Up In re The Companies (Consolidation) Act, 1906 and In the Matter of the British Electric Traction Co ld and reduced

FROM THE PROBATE AND DIVORCE DIVISION.

(Final and New Trial List.)

1915.

Divorce In re the Legitimacy Declaration Act, 1858 Slingsby Attorney-Gen T W and A P Slingsby, parties cited (fixed for Jan 17)

Divorce Tee, F J, Petnr v Tee, E T, Respt, Pickford, Co-Respt

FROM THE COUNTY PALATINE COURT OF LANCASTER.

(General List.)

1915.

The Laburnum Spinning Co ld and ors v The Hulton Colliery Co ld

In re the Estate of Robert Cain, dec Rutherford and ors v Cain and ors

In re Same Same v Same

FROM THE CHANCERY AND PROBATE AND DIVORCE DIVISIONS.

(Interlocutory List.)

1915.

Isaacs v Chapman and ors  
In the Matter of The Companies (Consolidation) Act, 1906 and In the Matter of Mines and Commerce ld

FROM THE KING'S BENCH DIVISION.

(In Bankruptcy.)

In re F J P Yeatman (expte Henry Miller v The Trustee and The Debtor), No 863 of 1910

In re J Barkoff (expte S P Child, the Trustee v Eleazer Proofs)

In re J F P Yeatman (expte J F P Yeatman v John Tucker and George Gradon, the Trustee)

FROM THE KING'S BENCH DIVISION.

Judgments Reversed.

(Final and New Trial List.)

Glamorgan Coal Co ld v The Standing Joint Committee of the Quarter Sessions and the County Council of Glamorgan

Powell Duffryn Steam Coal Co ld v Same

Mull v Blair

FROM THE KING'S BENCH DIVISION.

(Final and New Trial List.)

1914.

La Parana Societe v John Voss & Co

The Comms of Inland Revenue v Smyth (Revenue Side)

Hunter v Comms of Inland Revenue (Revenue Side)

1915.

Walter Morrison v The Comms of Inland Revenue (Revenue Side)

The Comms of Inland Revenue v The Sheffield and South Yorkshire Navigation Co (Revenue Side)

Worswick and anr v Lancashire and Yorkshire Rly

Corbett v Corbett & Co ld and ors

Jager v Tolme & Range and The London Produce Clearing House ld

In the Matter of an Arbitration between The Mersey Docks and Harbour Board and The Corpn of Birkenhead

Faber v Humber ld  
I J Abdela & Mitchell ld v De Rusett Bros (s o generally)

Steel, Young & Co v T P Rose, Richards & Co ld

Cox v Coulson  
Bruce, Marriott & Co v Houlder Line ld

Johnson & Co (Wholesale Costumiers) ld v Morse & Ducie  
St Enoch Shipping Co ld v Phosphate Mining Co ld

Riches v London General Omnibus Co ld and ors

Kerman v Wainwright  
Sleigh v Hudson Kearns ld

Williams v Bullock  
Underwood v British Uralite Co.

Nye v Peugeot (England) ld  
Rose v The Great Western Rly Co

Naylor v The Colonial Mutual Life Assee Soc ld (of Australia)

The King v Cancellor (expte Fernandez)

London and North Western Ry Co v Duerden

Preston v The Daily News ld  
The Colchester Brewing Co ld v The Licensing Justices for Tending Division of Essex

Pearce v Spiers & Pond ld  
Colyer & Colyer v Elam and ors

Langley v Leicester  
Morgan v Turner

Banque Belge pour L'Etranger v Dederich

J & P Coats ld v Direction der disconto gesellschaft

Harris v Pridaux, Brune and ors  
Associated Portland Cement Manufacturers (1900) ld v W

Cory & Son ld  
Bissinger v Follett

Love & Stewart ld v S Instone & Co ld

George Sands & Son ld v Manchester Palace of Varieties ld

United Chemical Works ld v Sadur

Same v Same  
Conservators of River Thames v Kent and ors

Mulholland v Campbell Patterson Terry and ors v F Reddaway & Co ld

China Clay Corpn ld v Worth Wedd v Porter and ors

In the Matter of the Vexatious Actions Act, 1886 and In the Matter of Bernard Boaler

Glasier v Telfer  
Story v Fuller, Story & Co ld

Becker, Gray & Co v London Assee Corpn

Rashbrook v Sir John Jackson ld  
In re George Holmes, dec Hards v Williams

Groves & Sons v Webb & Kenward

Levy Bros & Knowles ld v Alfred C Young & Co

The King v Additional and General Comms of Income Tax for St Giles and St George's, Bloomsbury

R. Farden & Sons v Willoughby Booth Steamship Co ld v Cargo Fleet Iron Co ld

Andrews v Wirral Rural District Council and anr  
Openshaw v Fletcher  
Stock v Rudgard  
Lowitz v Pagenstecher  
Fisher v Andrews & Bradley  
Ounsworth (Surveyor of Taxes) v Vickers ld

Champion v Green and anr  
Champion v Green and anr  
Hartley v Earl Bathurst  
Bischof v Walter Cawood ld  
In the Matter of the Arbitration Act, 1889 Davidson v The New Tabernacle, Old Street, Congregational Approved Soc Isard v Topham

Wade v Flockton Coal Co ld  
McVittie v Turner and ors  
Grey & Co v Tolme & Range  
Credit Italiano v Swiss Bank-verein

Ribblesdale and ors v Forbes  
Scott v International Correspondence Schools ld

Piggott v London Mail ld and Walbrook & Co ld

Glanavon Garw Collieries ld v Rhondda and Swansea Bay Ry Co and ors (Railway and Canal Commission)

Same v Same  
Simpkiss and anr v Clewes  
Jordan v Davies

Devereux v Asplant and anr  
The Ebbw Vale, &c. Co v Macleod & Co

Hobbs v National Steam Car Co ld

In re Agricultural Holdings Act, 1908 Silvester (tenant) v Brown (landlord)

Firth v Faulding  
Reid v Smith's Dock Co ld

Wilson Bros Bobbin Co ld v Green

Scott v Spratt's Patent ld  
B Maisel (trading as B Maisel & Co) v Nickelsburg & Co ld

Glanavon Garw Collieries ld v and ors

Hughes v The Liverpool Victoria Legal Friendly Soc

Brown v Geyer  
Foster v Owen

Parson v Nesbitt (s o notice of death of Deft)

Woolf v De Dion Bouton (1907) ld  
Elliott v C P Roberts & Co ld

T & H Green v Kullen  
The Glenavon Garw Collieries ld v Rhondda and Swansea Ry Co and ors

Same v Same  
Vulcan Car Agency ld v Fiat Motors ld

C S Wilson & Co ld v Tennants (Lancashire) ld

A J Alexander v Spillers & Bakem ld

Dyster, Nalder & Co and anr v Leaver and ors

Finegold v Cornelius (Phillips third party)

Foss v Elson  
Leigh v Tottenham District Light, Heat and Power Co

Hoole Urban District Council v Fidelity and Deposit Co of Maryland

Blatch v Port of London Authority (fixed for Jan. 20, subject to anything part heard)

Hopkinson v Lord Mayor, &c, of the City of Manchester

Mann & Overton ld v E Bennett & Co

Brackley v Midland Ry Co  
Macdougall v The Universal Stock Exchange ld

Peskin v Ray Bros  
Richmond v Bowie

Furber v Ham Urban District Council

Same v Clerk to the Overseers of the Parish of Ham

Malys v Eicholz and anr  
Ritterbandt v Auto-Van Maintenance Co

Terrill v Parker & Thomas  
Thoday v Clarke  
Wilkinson v Wilson  
Same v Same  
Ford v Foster  
Arthur Capel & Co v Souldi  
Albrecht & Albrecht ld v Macnochte and anr  
Perkins v Robson



In the Matter of the Agricultural Holdings Act, 1908 and In the Matter of an Arbitration between Lord Ashburton and Gray  
Kais Koen Privilegierte Oesterreichische Laenderbank v Anglo-Continental Produce Co Ltd  
J R Munday Ltd v London County Council

Halsey v Lowenfeld  
Campbell & Phillips Ltd v Denman Mold and Denbigh Junction Ry v London and North Western Ry Co (Railway and Canal Commission)

Rex v The Comms of Taxes for Newmarket Division of Suffolk  
Rex v The Comms of Taxes for the Cophorne Division of Surrey

Bodfield v Mayor, &c., of Bermondsey

Fownes Forge and Engineering Co Ltd v Lykiardopulos

Swain v Corp of Insurance Brokers

In the Matter of an Appeal to General Quarter Sessions for the County of Glamorgan D Davis & Sons Ltd v The Assessment Committee of Pontypridd Union, Overseers of Rhondda and The Rhondda Urban District Council

Jones v The Consolidated Anthracite Collieries Co and Baron Dynevor

Place v Mayor, &c of Rawtenstall  
Modern Transport Co Ltd v Dunerrie Steamship Co

#### FROM THE PROBATE, DIVORCE AND ADMIRALTY DIVISION (ADMIRALTY).

With Nautical Assessors  
(Final List.)

1915.

The Sindora—1914—Folio 445  
The Owners of Sailing Vessel Dovenby and ora v Owners of Steamship Sindora

The Baron Innerdale—1915—Folio 69  
Owners of SS Baron Innerdale v Owners of SS or Vessel African Monarch

The Joseph Thompson—1915—Folio 15  
The Owners of SS Astrate v The Owners of SS Joseph Thompson

The Riga—1914—Folios 438 and 443  
Owners, &c of Steam Tug Avonmouth and Owners, &c of Steam Tug Contract v Owners of Steamship Riga, her cargo and freight

The Same Same v Same  
The Overton—1915—Folio 481  
The Overton Steamship Co Ltd, Owners of SS Overton v The Comms and Trustees of the Port of Lancaster

The Sarpen—1915—Folio 335  
The Owners, &c of Steam Tug Simla v The Owners of the SS Sarpen, her cargo and freight  
The Nefeli—1915—Folios 275, 307, 273 and 282 (consolidated)  
The Owners, Master and Crew

of SS Eleni Bristis v The Owners of SS Nefeli, her cargo and freight

Without Nautical Assessors.

1915.

The Renne Hyafil—1915—Folios 37, 38, 39, 40, 42, 68, 110 and 118 (consolidated) M Isaacs & Son Ltd v The Owners of SS Renne Hyafil and freight

#### FROM THE KING'S BENCH DIVISION.

(Interlocutory List.)

1912.

The King v Justices of the County of London and ors (expte Stanley) (s o generally)

The King v Justices of the County of London and ors (expte the London County Council) (s o generally)

1915.

Grey & Co v Tolme & Range (s o till K.B. appeal reached)  
Rowe Bros & Co Ltd v Crossley Bros Ltd

Falvey v W H L Cameron Ltd  
Hislop (judgt debtor) v French (judgt creditor), London County and Westminster Bank (garnishees)

Gibson v Marks  
Webster v Webster  
Northern Quarries Co Ltd v Wembley Urban District Council

#### IN RE THE WORKMEN'S COMPENSATION ACTS, 1897 AND 1906.

(From County Courts.)

1915.

Tingle v The Cwmciwc Colliery Co (s o generally, Nov 5, 1915)

Brinckman v Harris  
Paulizky v Wandsworth, Wimbledon and Epsom District Gas Co

Bedford v Cowlan & Sons Ltd  
Brindley v Moore Eady & Murcott

Goode Ltd  
Pick v Harding

Chapman v Owners of Ship "John W Pearn"

Scott v Pearson  
Oates v Thomas Turner & Co

Pugh v Jack  
Jones v Richard Thomas & Co Ltd

Jay v Phillips, Mills & Co Ltd  
Walters v Gwendraeth Valley Collieries Co Ltd

Montgomery v Biows  
Dennis v A J White & Co

Leverington v A Dodman & Co Ltd  
Jackson v The Hunslet Engine Co Ltd

Stevens v Thorne  
Fraser v Driscoll

Robinson v Consett Iron Co Ltd  
Palmer v Harrods Ltd

Pepperill v Fry  
N.B.—The above list contains Chancery, Palatine, and King's Bench Final and Interlocutory Appeals, set down to December 23, 1915.

## EQUITY AND LAW

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Liverpool and Manchester Business.—Mr. Justice EVE will take Liverpool and Manchester Business on Thursdays, the 20th January, the 3rd and 17th February, the 2nd, 16th and 30th March, and the 13th April.

Mr. Justice SARGANT.—Except when other Business is advertised in the Daily Cause List, Mr. Justice SARGANT will sit for the disposal of His Lordship's Witness List throughout the Sittings.

Mr. Justice ASTBURY.—Except when other Business is advertised in the Daily Cause List, Mr. Justice ASTBURY will sit for the disposal of His Lordship's Witness List throughout the Sittings.

Mr. Justice YOUNGER.—Except when other Business is advertised in the Daily Cause List, Mr. Justice YOUNGER will take his Business as announced in the Hilary Sittings Paper.

Mr. Justice PETERSON.—Except when other Business is advertised in the Daily Cause List, Actions with Witnesses will be taken throughout the Sittings.

Summonses before the Judge in Chambers.—Mr. Justice NEVILLE, Mr. Justice EVE and Mr. Justice YOUNGER will sit in Court every Monday during the Sittings to hear Chamber Summonses.

Summonses Adjourned into Court and Non-Witness Actions will be heard by Mr. Justice NEVILLE, Mr. Justice EVE and Mr. Justice YOUNGER.

Motions, Petitions and Short Causes will be taken on the days stated in the Hilary Sittings Paper.

#### NOTICE WITH REFERENCE TO THE CHANCERY WITNESS LISTS.

During the Hilary Sittings the Judges will sit for the disposal of Witness Actions as follows:—

Mr. Justice SARGANT will take the Witness List for SARGANT and YOUNGER, JJ.

Mr. Justice ASTBURY will take the Witness List for NEVILLE and ASTBURY, JJ.

Mr. Justice PETERSON will take the Witness List for EVE and PETERSON, JJ.

#### CHANCERY CAUSES FOR TRIAL OR HEARING.

Set down to 23rd December, 1915.

Before Mr. Justice NEVILLE.

Retained Matters.

Holborn & Frascati Ltd v London County Council

In re Wall, dec Wall v Wall (s o generally)

In re Macartney Macfarlane v Macartney

Cowen v The Ideal Film Renting Co

Union Jack Photo Plays v Same

Hall v Litchfield pt hd

Further Considerations.

In re Chetwynd's Settlement  
Bentinck v Holdsworth

In re Sir William A Ogg, dec Ogg v Ogg

Kennard v Kennard  
Causes for Trial (Without Witnesses) and Adjourned Summonses.

Cardiff Corp v Barry Ry Co  
In re R Jones' Settlement Jones v Davies

In re Vivians' Settlement Trusts  
Lawson v Vivian

In re E Jenden's Will Trusts  
Smith v Johnson

Brook v Price  
In re M Collier, dec and in re M H Collier, dec Woodley v James

In re R Rogers, dec Folliott v Rogers

In re Edward Maas, dec Barratt v Maas

In re Durdon, dec Newberry v Newberry

In re G Cording Ltd, In re Trade Marks Act, 1905

In re McKay, dec Crier v Tatham

In re W Lucas, dec Melland v Glover

In re S Foster, dec Foster v Public Trustee

In re Speechly Speechly v Speechly

In re Pardoe, dec Tatham v Tatham

In re G Morphet, dec Morphet v Morphet

In re Farr's Settlement Holt v Farr

#### HIGH COURT.—CHANCERY DIVISION.

HILARY SITTINGS, 1916.

NOTICES RELATING TO THE CHANCERY CAUSE LIST.

Mr. Justice NEVILLE will take his Business as announced in the Hilary Sittings Paper.

Mr. Justice EVE will take his Business as announced in the Hilary Sittings Paper.

In re Pinhorn Galbraith v Mather  
 In re Craven's Trusts Craven v Watson  
 West v Tyrie  
 In re F C Thomas' Settlement  
 Royal Exchange Assoc Corp v Thomas  
 In re S Lukyn, dec Metters v Lukyn  
 In re James Shields, dec Travis v Graham  
 In re E B Blake, dec King v Trustees of M D Blake  
 In re Chadwin, dec Coles v Smith  
 In re Sichel's Settlement Trusts Sichel v Sichel  
 In re Application of Gorge Ferris and In re Courts (Emergency Powers) Act, 1914  
 In re D A Louis, dec Louis v Louis  
 In re J Fryer, dec Fryer v Underwood  
 In re Hamlyn, dec Wreford v Hamlyn  
 In re V H Swabey, dec Bowman v Hensley  
 In re J Dickson, dec Smith v Lyle  
 In re J Elliott, dec Holditch v Deller  
 In re J P Kidston, dec Kidston v Kidston  
 Molyneux v Fosbery  
 In re Fairbank & Walker's Contract and In re Vendor and Purchaser Act, 1874  
 In re Flimby & Broughton Moor Coal & Fire Brick Co ld Mann v The Company  
 In re M Scott, dec Stewart v Scott  
 In re T Le Blanc, dec Bradley v Le Blanc  
 In re Ware, dec Featherstone v Dees  
 In re Brazil Ry Co Smith v The Company  
 In re J Griffith Dearden, dec Knapp-Fisher v Dearden  
 In re Eneas Dawson, dec Richmond v Rouse  
 In re J J Cooper, dec Cooper v Cooper  
 In re T S Robinson, dec, In re Trustee Act, 1893  
 In re Roadmant Co ld Smith v The Company  
 In re Pelissier's Trusts Pelissier v Pelissier  
 In re Hill Settlement Public Trustee v Hill  
 In re Associated County Hall & Theatres ld Bull v The Company  
 In re John Spink, dec Spink v Spink  
 In re Thomas Ridley, dec Backwell v Rogers  
 The Official Trustee of Charity Lands v Hall  
 In re Graham Graham v Graham Jones v Edwards  
 In re E P Shakerley, dec Public Trustee v Shakerley  
 In re Drinan, dec Bowie v Hawley  
 In re M A Diver Blake v Gardner  
 In re E G Peacock, dec Sturges v Peacock  
 In re Courtney's Trusts Godson v Godson  
 Companies (Winding Up) and Chancery Division.  
 Companies (Winding Up).  
 Petitions.  
 Timor Oilfields ld (petn of R H Silley—ordered on Oct. 13, 1914, to stand over generally)

Brazil Ry Co (petn of Strode & Co ld—s o from May 11, 1915, to Jan 18, 1916)  
 Chilian Eastern Central Ry Co ld (petn of A Delimele—ordered on June 15, 1915, to stand over generally)  
 Tough-Oakes Gold Mines ld (petn of G F S Bowles—ordered on July 6, 1915, to stand over generally)  
 United Electric Theatres ld (petn of New Bioscope Trading Co ld—ordered on July 13, 1915, to stand over generally)  
 United Electric Theatres ld (petn of Davis & Taylor—ordered on July 13, 1915, to stand over generally)  
 Paraguay Central Ry Co ld (petn of Frederick J Benson & Co—s o from Oct 19, 1915, to April 4, 1916)  
 Walter Cawood ld (petn of W R Blaschop & ors—ordered on Oct 19, 1915, to stand over pending appeal)  
 St Agnes Consolidated Mines ld (petn of Curtis's and Harvey ld—s o from Oct 19, 1915, to Jan 18, 1916)  
 Jean Legey ld (petn of H H Barnett—ordered on Nov 2, 1915, to stand over pending result of action)  
 British Mercantile & Trading Co ld (petn of W & S Bowditch—s o from Nov 23, 1915, to Feb 15, 1916)  
 United Forces Club Co ld (petn of German Athenaeum ld—s o from Dec 21, 1915, to Jan 25, 1916)  
 National Alloys ld (petn of Edward Le Bas & Co—s o from Dec 21, 1915, to Jan 25, 1916)  
 Bleriot Manufacturing Aircraft Co ld (petn of J E Cassells)  
 Warwickshire Plate Glass Insee Co ld (petn of King Insee Co ld & the Liquidator thereof)  
 Associated County Halls & Theatres ld (petn of Reynolds & Son)  
 W H Reynolds ld (petn of City Electrical Co)  
 Searcy, Tansley & Co ld (petn of T H Swan)  
 Cann ld (petn of Cravens ld)  
 B Kemp & Co ld (petn of B Kempinsky)  
 American Crown & Bridge Plateless Teeth Parlors ld (petn of Mrs K E Fellows)  
 G & C and E Nuthall & Sons ld (petn of Godfrey Phillips ld)  
 Agents & Commercial Investment Co ld (petn of C S P Tufnell)  
 Cedes Electric Traction ld (petn of Tudor Accumulator Co ld)  
 Straits Coconut & Copra Co ld (petn of R W Cater)  
 Chancery Division.  
 Petition (to confirm Re-organisation of Capital).  
 Cooper Steam Digger Co ld (ordered on June 16, 1914, to stand over generally)  
 Petitions (to Sanction Scheme of Arrangement).  
 William Coleman's Ordinary Shares ld (petn of H W Cutting—Ordered on March 3, 1914, to stand over generally)  
 Morecambe (Regent Road, West End) Pier Co ld  
 Petitions (to confirm Reduction of Capital).  
 Leigh Woods Land Co ld & reduced  
 Atkinson's Brewery ld & reduced

## Action for Trial.

(With Witnesses.)

Port Argentine Great Central Rys Co ld Edwards v Port Argentine Great Central Rys Co ld and ors  
 Companies (Winding Up) and Chancery Division.  
 Court Summonses.  
 French South African Development Co ld Partridge v French South African Development Co ld (on preliminary point) ordered on April 2, 1914, to stand over generally pending trial of action in King's Bench Division  
 Oil & Ozokerite Co ld (to vary list of contributories—with Witnesses) ordered on April 2, 1914, to stand over generally  
 Staffordshire Financial Co ld (misfeasance—with witnesses)  
 Consolidated Diesel Engine Manufacturers ld (to appoint fresh Liquidator) part heart—retained by Mr Justice Astbury  
 Sierra Leone Palm Oil Manufacturing Co ld (on proof of F M Milligan—with witnesses)  
 South Sumatra Rubber Estates ld (misfeasance—with witnesses)  
 Chaplin, Milne, Grenfell & Co ld (apportionment of mortgage money)  
 Canadian Agency ld Southern & anr v Canadian Agency ld & anr (as to validity of debentures—with witnesses)  
 Elstree Brick & Tile Co ld (on proof of P C Davies—with witnesses)  
 Peppercorn Brothers (1913) ld Peppercorn v Peppercorn Brothers (1913) ld and ors (to proceed on order for sale)  
 Automobile Consolidated Alliance ld (on claim of Albemarle Mansion ld)

## Before Mr. Justice EVE.

## Retained Witness Actions.

The Amalgamated Properties of Rhodesia (1913) ld v The Globe & Phoenix Gold Mining Co ld action pt hd  
 Hall v Hall  
 Kirby v Morris

The Law Guarantee Trust and Accident Soc ld v The Law Accident Insee Soc ld

## Further Considerations.

In re Byrne Butler v Byrne  
 In re Beal Bruce v Beal  
 In re Ojen Mines ld Typke & King ld v The Company

Causes for Trial without Witnesses and Adjourned Summonses.

In re John Poulter, dec Poulter v Carling

In re J Woodcock, dec Woodcock v Woodcock

In re Bell, dec Rivington v Farley

In re Clack, dec Clack v Fraser

In re A Lambert, dec Public Trustee v Lambert

In re Annie Morris, dec Taylor v Morris

In re E Helsby, dec Neate v Bozie

In re Phillips & Cheesman, Solra & c

In re F E Lysaght, dec Lysaght v Chapman

In re Georgina Fargie, dec Public Trustee v Radcliffe

In re Winwood's Settlement

Fisher v Winwood's Trustee

## Winwood's Trustee v Fisher

In re Arbinger, dec Hay v Campbell

In re Joseph Earnshaw, dec Earnshaw v Earnshaw

In re C S Bubb, dec Bubb v Bubb

In re J S Balfour's Trusts Palmer v Balfour

In re J Hobbs Hobbs v Hobbs

In re William Samson, dec Tayler v Samson

In re R V Webster, dec Brooke-Hitching v Webster

In re T Staples, dec Owen v Owen

In re A H Harman, dec Dinn v Church Army

Rainbow v Kittoe

In re M Aitken, dec Gray v Birch

In re E W Stillwell, dec Brodrick v Stilwell

In re M Kiscock, dec Macintosh v Ames

Montessori v Danson, Watson & Co ld

In re H L Dartwood, dec Grimes v Dartwood

In re E Wotton, dec Ernest v Wotton

In re James Price, dec Davies v Price

In re A E Sharp, dec Pratt v Pratt

In re Ann Skillen Charles v Charles

In re C M Webster, dec Barraclough v Webster

In re Ojen Mines ld Typke & King ld v The Company

In re Rachel Price, dec Price v Price

In re Charles Crookshank, dec Gilson v Crookshank

In re W S Grahame, dec Shaw v Grahame

In re J V Earle, dec Earle v Earle

In re S M Thomas, dec Andrew v Thomas

In re C H S Braybrooke, dec Braybrooke v Wright

In re R H Borwick, dec Woodman v Borwick

## Before Mr. Justice SARGANT.

## Retained Matters.

## Actions.

## (With Witnesses.)

## From Mr. Justice EVE's List.

The Canadian and Colonial Corpn ld v Royal Bank of Canada (to be mentioned on Jan 24)

In re the Estate of S Thompson, dec Randall v Thompson (s o generally)

## From Mr. Justice YOUNGER's List.

Woodhouse v Dunderdale pt hd (s o 2nd day Hilary)

## From Mr. Justice SWINFEN EADY's List.

Carter v du Cros (s o generally)

Hill v Gorton (s o generally)

## Motions (by Order).

## (For January 11).

Hart v Henry Hart & "Ghita" ld Woodhouse v Central Picture Theatre Hall ld

Eley v Stockfield

Locker-Lampson v Isaacs

Portlock v Mappin

## Adjourned Summonses.

In re Phillips, dec Phillips v London Joint Stock Bank ld pt hd (s o generally)



In re John Hemmings, dec Hemmings v Cunningham (s o generally)

In re Hawkins, dec White v White pt hd (s o generally)  
In re E F Sandys, dec Union of London & Smith's Bank ld v Litchfield adjd summs pt hd.

In re J D Lodwig, dec Lodwig v Evans  
In re John Clixby, dec Swift v Watkin

#### Causes for Trial.

(With Witnesses.)

In re F A Symes, dec Symes v Symes (s o generally)  
Columbia Graphophone Co v W H Reynolds ld (s o for further order)

Preston v Alexander (transferred from King's Bench Division (s o generally))

Wood Green Palais de Luxe ld v Doss & anr (security ordered—s o)

Dwight & anr v Price (s o liberty to restore)

Hobbs v Smith  
The Lord Mayor, &c of the City of Bristol v The Great Western & The Midland Railway Companies

Williams v Sadler (s o liberty to apply)

Abraham Wallace v Margaret Fraser (s o generally)

The London & Westminster Development Syndicate ld v Davies (security ordered—not to come into Paper till 7 days after)

Elsie Pittaway v Frank Deeley & Wife

In re Edward James, dec Griffin v James

Perry v Suffields

Columbia Graphophone Co v Vanner

Howard v Bouchier & Brough

Before Mr. Justice ASTBURY.

#### Retained Matters.

##### Motions.

Stoneham v Stoneham

Same v Same

Hart v Hart

#### Adjourned Summonses.

Bevan v Dumphy

Lawrence v Ballard

In re Innes Innes v Innes

In re Doyle Foyson v Doyle

In re E B Harris, dec Stimpson v Harris Harris v Harris

In re Grosvenor Grosvenor v Grosvenor

#### Further Considerations.

In re Israel Wood Wood v Rawlings

Keck v Faber

#### Causes for Trial.

(With Witnesses.)

Waznop v Bank of Whitehaven ld pt hd

In re Ireland Ireland v Bellamy pt hd

Mayor, &c of Wakefield v Loft-house Colliery

Milne v Ratigan

Gresham Life Assce Soc ld v Attorney-Gen.

Molyneux v Fosberry

In re Pimm, dec Malkin v Pimm

Shelton v Cheers

Timpany v Berry

In re Port Argentine Gt Central Ry Co Edwards v The Company

Frolich v Plenderleith

Allen, West & Co ld v British

Westinghouse Electric Manufacturing Co

In re Allen, West & Co Trade

Mark, 568,125 and In re The

Patents & Designs Act, 1907

Harker v Covington

Poulain & Steer v Barnet & Temple ld

Hawkins v Wilson

In re Carrodus Ramsden v Scott

Aberdonia Cars ld v Brown,

Hughes & Strachan ld

Hiller v Hiller

Mellersh v Mitchell

Kaye v Strickland

Allen v Allen

Taylor v Flanders

Carpenter's Trustee v Cave

In re The Flimby Broughton Moor

Coal & Fire Brick Co Mann v

The Company

Before Mr. Justice YOUNGER.

#### Retained Matters.

##### Standing for Judgment.

In re Earl of Stamford v Warrington (c a v July 24)

##### Witness Action.

In re M C Baugh, dec Upperton v Head (c a v Dec 3)

#### Causes, &c. for Trial.

(With Witnesses.)

In re William Croxford, dec Croxford v Croxford pt hd (for Jan 11)

Hannay v Horner & ors (for Jan 11)

For Mr. Justice SARGANT.

In re Ind, Coope & Co ld Knox v The Company (to be mentioned on minutes) (for Jan 12)

For Mr. Justice EVE.

#### Cause for Trial.

(With Witnesses.)

Harrison v The London & Hansatic Bank ld pt hd (for Jan 13)

For Mr. Justice ASTBURY.

#### Adjourned Summonses.

In re J G Hill, dec Wilde v Hill

##### Petitions.

Poole v Thompson (s o generally)

Zambaco v Tomkins (s o generally)

In re The Llandudno Coaching & Carriage Co ld and reduced (s o generally)

#### Further Considerations.

In the Matter of the Estate of William Jabez Ball, dec A E Bournier v Geo Bell pt hd (s o generally)

In re The Estate of H Wright, dec Wood v Attorney-Gen (s o generally)

#### Adjourned Summonses.

In re Eyre, dec Johnson v Williams pt hd

In re Henry Wells Hughes, dec Stott v Hughes (s o generally)

In re Countess Von Quadt-Wyk-radt-lamy, dec Fawcett v Murray (s o generally)

In re Dunkel's Settlement Thal v Dunkel (s o generally)

In re Turner Turner v Turner (s o generally)

Hanau & ors v Standard Developments ld (s o generally)

In re Bradford & Hunter Partnership Agreement (s o generally)

Causes for Trial without Witnesses and Adjourned Summonses.

Ward v Ward (s o generally)

In re Runcorn & White's Patent of 1902 (No. 46,604) and In re The

Patents & Designs Act, 1907

In re Islington Independant Protestant Dissenters' Trusts In re Trustee Relief Acts, In re

Charitable Trusts Acts, 1853 to 1894

Paice v The Archbishop of Canterbury

In re Ascroft, dec Ascroft v Ascroft

In re Cockerell, dec Chester v Pemberton

In re Adamson, dec Adamson v Adamson

In re Samuel W Kershaw, dec Henry v Cribb

In re Hall-Dare, dec Le Marchant v Warner

In re Henry Baker Hicks, dec Riseley v Cooke

In re Fanny Wix, dec, In re Settled Land Acts, 1882 to 1890

Hardy v Lemon

In re Ellen Turner, dec, In re Turner's Trusts Turner v Turner

In re Ada B Hawtreay, dec Clark v Cuff

In re The Right Hon G W Palmer, dec Palmer v Palmer

In re Rebecca Cousins, dec Montgomery v Cousins & ors

In re Frances A Timson, dec Smiles v Timson

In re A J Booth, dec Pleace v Bond

In re John Inman, dec Rolls v Cuthbert

In re Doveton's Settlement Trusts Wignmore v Doveton

In re Delcomyn, dec Delcomyn v Delcomyn

In re Joseph Whitley, dec Iles v Hutchings

In re Clarke's Settlement Wanklyn v Streatfield

In re Rees Thomas, dec Evans v Thomas

In re Jones, dec Jones v Jones

Carr v Atkinson

In re Maria Matthews, dec Warner v Wagner

Hale v Lloyd

In re An Arbitration between The Legal Insee Co ld and Symington & Co and In re The Arbitration Act, 1889

In re Bidder, dec Morrison v Attles

In re Samuel Cooke, dec Randall v Cooke

In re Cross, dec Cross v Cross

Borough v Strutt

McConkey v Dixon

In re Elizabeth B Brown, dec Turnbull v The National Life Boat Institution

In re William Watson, dec Watson v Watson

In re R G Vivian, dec Eden v Vivian

In re Alfred Smart, dec Jay v Jay

In re Abraham Mocatta, dec Mocatta v Mocatta

Before Mr. Justice PETERSON.

#### Retained Matters.

##### Motions.

In re James Reilly v James

Rydon v Lunzer & Co ld

In re Whitworth, dec O'Rourke

v Darbishire

Smith v Smith

Halfhead v Bone & Colley

E— v M—

#### Adjourned Summonses.

In re Y F H Parker, dec Cooke-

Yarborough v Parker pt hd

In re Muttelbury's Settlement

Jardine v Muttelbury

In re Graham's Settlement Gwyer

v Graham

In re W Miller, dec Bromley v

Miller

In re Broughton, dec Hobhouse v

Roden (s o generally)

#### Causes for Trial.

(With Witnesses.)

In re Niel Ryrie ld Harben v Niel Ryrie ld

Wynne v Wynne

Morris v Parker-Jarvis

Attorney-Gen v L & N W Ry

Oppenheim v Grewing

Willis v Dental Manufacturing Co

People's Investment Co v Farmers

& Merchants Joint Stock Co ld

Phelps v Mayor &c of London

Chester Corp v Chester Water

Works Co

Royds v Cockerill

Nalder v Nalder

Adams v Larkin & Maxwell ld

Jell v Davis & Son

Jones v Dauncey

Mackereth v The Wigan Coal & Iron Co ld

Peck v Turner

Same v Bloomberg

Challiner v The Shrewsbury S T & Challiner Tyro Co ld (Manchester District Registry)

Peck v Thomas

Fletcher v Ward

Carson v Wood

Hill v Cooke-Hill

Dauncey v Dauncey

The Hammond Water Heater Co ld v Hammond

Ashburton v Furniture Trade Supply Co ld

In re Thomas Howell, dec Thomas v Evans

Hardidge v Evans

Sperati v Hardie

Sugden v Bell

Foster v Foster

Moss v Edwards

Palmer v Bellamy

Edell v Berkhout

Studley v Chalke

Caswell v London City & Midland Bank

Peck v Bowen

Cohen v Fidler & Co

Griffiths v Bignold

Leeming v Ellison

Thomas v Buckland

Halford v Clark

In re Kleno ld Pitt v The Company

Key v Peel

British United Shoe Machinery Co ld v Standard Rotary Machine Co ld

In re C E Lacy, dec Sweetnam v O'Shee

Mansfield v Williamson

## THE LATE LORD ALVERSTONE.

A Cartoon Portrait of the late Lord Alverstone, specially drawn from life by "Spy," will be published in *Mayfair* (the leading illustrated Cartoon Journal) next week. Price 6d. per copy. Specially mounted Cartoons for hanging, 2s. 6d. Artist's Proofs, £1 1s.—Apply direct to the Editor, *Mayfair Journal*, 174, New Bond Street, London, W.

Tele: 6218 Regent.

## KING'S BENCH DIVISION.

HILARY SITTINGS, 1916.

CROWN PAPER.

For Hearing.

The King v Beverley U D C  
 Dreyfus & Co v Ollier  
 In the Matter of a Solicitor Expte the Law Soc  
 Same v Same same  
 Gaby & anr v Palmer  
 Bunge & Born v Norris & Co  
 The King v Brighton Town Council  
 Gordon Hotels Id v London County Council  
 London County Council v Gordon Hotels Id  
 Ford & Co v N V Oliefabriken Het Haart en De Zwaan v/h Adriaan Honig  
 Simon v Phillips  
 Davies v Appleby & anr  
 Corrie Maccoll & Son v Sargent & Sons  
 The King v Registrar of Colchester County Court and M F Smith  
 The King v Levy (expte Hobbs)  
 The King v Commrs of Income Tax for Southampton (expte Singer)  
 The King v Sheffield Justices (expte Morrison—Economic Hotel)  
 The King v Same same (expte Umbers—Alma Hotel)  
 The King v Same same (expte Morrison—Bakers Arms)  
 The King v Same same (expte Walton—Butcher's Arms)  
 The King v Same same (expte Wells—Princess Royal Hotel)  
 The King v Same same (expte Morrison—Fair Trade Hotel)  
 The King v Same same (expte Murgatroyd—Lord Edward Hotel)  
 The King v Same same (expte Ward—Hare and Hounds Hotel)  
 The King v Commrs of Income Tax for Aldrington, Houghton and Hove (expte A M. Singer)  
 Watson v Winch  
 Dearden v Whiteley  
 Boydel v Levant Mine Adventurers  
 The King v Kensington Income Tax Commrs (expte Paris E Singer)  
 The King v Governors of Christ's Hospital (expte Dunn)  
 Westbrook & ors v Boynton Quarter Sessions  
 Knoll & Co v Renshaw  
 In the Matter of a Solicitor Expte the Law Soc  
 The King v Fischel & Co & anr  
 In the Matter of a Solicitor Expte the Law Soc  
 Same v Same same  
 The King v McVitte (expte Mullins & ors, Jj)  
 The King v Same (expte Rhodes)  
 Meyer & Co v Weiss & Co Id  
 The King v Evans Esq & ors Jj & c & Pickering (expte Severn Fishery Board)  
 Titmus v Littlewood  
 In re Strange  
 Clarke v Onions  
 Sly v Randall  
 Morley & Sons v Scarborough U D C  
 The King v Seddon Esq & ors Jj & c and Yates  
 Mattison v Johnson  
 Rowland & Gwynn v Donald Campbell & Co  
 Courtney v Waters

CIVIL PAPER.

For Hearing.

London United Tramways Id v London County Council  
 Olympia Oil & Cake Co v Produce Brokers Co  
 Schirn v Consolidated Whaling & Deep Sea Fishing Co of South Africa  
 Virgo v Willette  
 Gooding v H & S Jones  
 King v Goodwin  
 Hewitt v Sutton  
 Griffiths v Isle of Wight Small Holders' Soc  
 Commerce (1914) v Shenstone & Co  
 Williams v Kells & Co Id  
 Atkinson v Wilkinson  
 Wilson v Hay  
 Harrison v Beck & Co  
 French v Dixon & anr  
 Neale & Wilkinson Id v Woollett, Airey & Co Id  
 Brown & Co v Brown  
 Philp v Income Tax Reclamation Assoc  
 Ehrmann v Chapman & Co  
 Campbell & Co v Chandanmull  
 Calico Printers Assoc v Mayor, & c of Stockport  
 Rogers v Page Son & East  
 Nautilus Steam Shipping Co v D & E Bozzo  
 Norman v Mathews & anr  
 Simpson v Whiting  
 Glass v Motor Union Insee Co Id  
 Walker v Shaw  
 Cain v Butler  
 Brown v Gunson  
 Glover v Johnson (Jas. Glover 3rd party)  
 Workman v Edwards

## SPECIAL PAPER.

London United Tramways v London County Council  
 Same v Same  
 Anglo-Chinese Trading Co v Produce Brokers Id  
 London County Council v Exors of C A Wilson, dec  
 Alexandra Docks v Newport Harbour Commrs  
 Mayor, & c of Stockport v Calico Printers' Assoc  
 Rayner v de Bruyn Id  
 Same v Same  
 Owners of SS Nolisement v Bunge & Born  
 Mitchell, Colls & Co v Steel Bros & Co Id  
 Carruthers & Co Id v Danon Freres  
 Summer & Levinsky v Lancashire & Yorkshire Ry Co

## MOTIONS FOR JUDGMENT.

Kirch v Kennedy  
 Lester v Hickling  
 Wilmot v Hodge & ors

## REVENUE PAPER.

## English Informations.

Attorney-Gen and John Henry Oglander & anr  
 Attorney-Gen of the Prince of Wales and Elizabeth M. B. Collom  
 PETITIONS UNDER THE LICENSING (CONSOLIDATION) ACT, 1910.  
 Hardy's Crown Brewery Id and The Commrs of Inland Revenue (re  
 "The Fountain Inn," Chorlton-on-Medlock, Manchester)  
 Walker & Homfrays Id & ors and The Commrs of Inland Revenue (re  
 "The Cheshire Cheese," Leigh)

## DEATH DUTIES.

In the Matter of the Estate and Effects of Mary Brown or Harper, dec  
 LAND VALUES—APPEAL FROM DECISION OF REFEREE.  
 Peter Ferguson and the Commrs of Inland Revenue.

## MOTION.

Motion for leave to issue Writ of Scire Facias against Shareholder—  
 Attorney-Gen v The Malvern (Funicular) Light Ry Co

## APPEALS AND MOTIONS IN BANKRUPTCY.

Appeals from County Courts to be heard by a Divisional Court  
 sitting in Bankruptcy, pending 31st December, 1915.  
 In re R. Boocock (trading as F Boocock & Co) (No 38 of 1914) v  
 Expte Peter Walker & Son (Burton & Warrington) Id v H Riley,  
 the Trustee  
 In re A Debtor (No 5 of 1915) v Expte The Debtor v The Petitioning  
 Creditor and The Official Receiver  
 In re R. Boocock (trading as F Boocock & Co) (No 38 of 1914) v  
 Expte H Riley, the Trustee v Peter Walker & Son (Burton & War-  
 rington) Id (also Respondents' cross-notice, dated 16/12/15)  
 In re S S Crisp, dec (No. 8 of 1914) v Expte A B Dobbin v The Official  
 Receiver, the Trustee.

PETITION AND MOTION IN BANKRUPTCY FOR HEARING  
BEFORE THE JUDGE.

Pending 31st December, 1915.

In re A Debtor, dec (No 226 of 1915) v Expte The Petitioning Creditors  
 (referred to Judge by Mr Registrar Linklater) (Chambers)  
 In re W T Evans, E H Evans & F D Evans (trading as Tudor Bros.)  
 v Expte T E Goodyear and J H Stephens, Trustees v F S. Salaman,  
 the Trustee of the property of D H. Evans, Messrs Goddard &  
 Smith & The Trustees of The Royal Liver Friendly Soc

## MASTERS IN CHAMBERS, 1916.

## A TO F.

Mondays, Wednesdays, Fridays, Master Jelf.  
 Tuesdays, Thursdays, Saturdays, Master Macdonell.

## G TO N.

Mondays, Wednesdays, Fridays, Master Archibald.  
 Tuesdays, Thursdays, Saturdays, Master Day.

## O TO Z.

Mondays, Wednesdays, Fridays, Master Chitty.  
 Tuesdays, Thursdays, Saturdays, Master Bonner.

## PRACTICE MASTERS.

A Master will sit daily in his own room in accordance with the  
 following Rota to dispose of all QUESTIONS OF PRACTICE, EXPARTS  
 APPLICATIONS AND GENERAL BUSINESS.

Monday, Master Day; Tuesday, Master Archibald; Wednesday,  
 Master Macdonell; Thursday, Master Jelf; Friday, Master Bonner;  
 Saturday, Master Chitty.



**Winter Circuits.**

Days and places appointed for holding the Winter Assizes, 1916.

**NORTHERN CIRCUIT.**

The Lord Chief Justice of England.

Mr. Justice Shearman.

Wednesday, January 12, at Appleby.

Friday, January 14, at Carlisle.

Thursday, January 20, at Lancaster.

Monday, January 24, at Liverpool.

Monday, February 14, at Manchester.

**WESTERN CIRCUIT.**

Mr. Justice Ridley.

Mr. Justice Darling.

Tuesday, January 11, at Devizes.

Friday, January 14, at Dorchester.

Tuesday, January 18, at Taunton.

Friday, January 21, at Bodmin.

Tuesday, January 25, at Exeter.

Monday, January 31, at Winchester.

Monday, February 7, at Bristol.

**SOUTH-WESTERN CIRCUIT.**

Mr. Justice Bray.

Mr. Justice Coleridge.

Wednesday, January 12, at Huntingdon.

Saturday, January 15, at Cambridge.

Thursday, January 20, at Ipswich.

Thursday, January 27th, at Norwich.

Thursday, February 3, at Chelmsford.

**OXFORD CIRCUIT.**

Mr. Justice Avory.

Mr. Justice Rowlatt.

Wednesday, January 12, at Reading.

Saturday, January 15, at Oxford.

Wednesday, January 19, at Worcester.

Monday, January 24, at Gloucester.

Saturday, January 29, at Monmouth.

Thursday, February 3, at Hereford.

Tuesday, February 8, at Shrewsbury.

Monday, February 14, at Stafford.

**MIDLAND CIRCUIT.**

Mr. Justice Lawrence.

Mr. Justice Hotridge.

Wednesday, January 12, at Aylesbury.

Saturday, January 15, at Bedford.

Wednesday, January 19, at Northampton.

Monday, January 24, at Leicester.

Saturday, January 29, at Oakham.

Monday, January 31, at Lincoln.

Monday, February 7, at Nottingham.

Saturday, February 12, at Derby.

**NORTH AND SOUTH WALES AND CHESTER CIRCUIT.**

Mr. Justice Lush.

Mr. Justice Atkin.

Tuesday, January 11, at Welshpool.

Wednesday, January 12, at Haverfordwest.

Friday, January 14, at Dolgelly.

Friday, January 14, at Lampeter.  
 Monday, January 17, at Carmarthen.  
 Tuesday, January 18, at Carnarvon.  
 Wednesday, January 19, at Brecon.  
 Friday, January 21, at Beaumaris.  
 Friday, January 21, at Presteign.  
 Monday, January 24, at Ruthin.  
 Thursday, January 27, at Mold.  
 Thursday, February 24, at Chester.  
 Wednesday, March 1, at Cardiff.

**Winding-up Notices.****JOINT STOCK COMPANIES.****LIMITED IN CHANCERY.***London Gazette*—FRIDAY, Dec. 31.

**RICHARD SYKES, LTD.**—Creditors are required, on or before Jan 31, to send their names and addresses, and the particulars of their debts or claims, to Richard Arthur Sykes and Charles Hackett Mitchell, 22, Lord st, Liverpool, liquidators.

**TIMOR OILFIELDS, LTD.**—Creditors are required, on or before Feb 8, to send their names and addresses, and particulars of their debts or claims, to Percy Whybrow Dixon house, Lloyd's av, liquidator.

**JOINT STOCK COMPANIES.****LIMITED IN CHANCERY.***London Gazette*—TUESDAY, Jan 4.

**BRACH HOTEL, LTD.**—Creditors are required, on or before Jan 20, to send their names and addresses, and the particulars of their debts or claims, to Alfred James Ferton Whitaker, 16, Park av, Saint Ives, Cornwall, liquidator.

**BRITISH ORACLE CO, LTD. (IN VOLUNTARY LIQUIDATION)**—Creditors are required, on or before Feb 8, to send their names and addresses, and the particulars of their debts or claims, to Fred Goulding Schofield, 16, Clegg st, Oldham, liquidator.

**J. B. SEWARD, LTD.**—Creditors are required, on or before Feb 16, to send their names and addresses, and the particulars of their debts or claims, to Blake Fearman Allnatt, 2, The Forbury, Reading, liquidator.

**KINGSTON CAFE AND RESTAURANT CO, LTD. (IN VOLUNTARY LIQUIDATION)**—Creditors are required, on or before Jan 22, to send in their names and addresses, with particulars of their debts or claims, to Robert Heatley, 53, Brazennose st, Manchester, liquidator.

**LAWRENCE BROTHERS, (PETERBORO') LTD.**—Creditors are required, on or before Jan 21, to send their names and addresses, and the particulars of their debts or claims, to C. H. Nevill, 65, New Broad st, liquidator.

**Resolutions for Winding-up Voluntarily.***London Gazette*—FRIDAY, Dec 31.

**Lawrence Bros. (Peterboro'), Ltd.**  
**Castellana Consolidated Mines, Ltd.**  
**Rosario Extension Syndicate, Ltd.**  
**Abertillery (1913) Electric Theatre, Ltd.**  
**National Envelope Co, Ltd.**  
**Broadlands Nature Cure, Ltd.**  
**Merton Park Golf Club, Ltd.**  
**Suez Oil Co, Ltd.**

**Eastern Petroleum Co (1913), Ltd.**  
**Persia Steamship Co, Ltd.**  
**Nelson Coal Conveyor, Ltd.**  
**Weldon & Corby Patent Brick Co, Ltd.**  
**D. & D. H. Fraser, Ltd.**  
**Richard Sykes, Ltd.**  
**Power Gas Economy, Ltd.**

*London Gazette*—TUESDAY, Jan. 4.

**Wray Film Service, Ltd.**  
**John Turpin, Ltd.**  
**Grimsby Fish Manure & Oil Co, Ltd.**  
**Silsden Dyeing Co, Ltd.**  
**Fryer Bros, Ltd.**  
**Madder Clough Spinning Co, Ltd.**  
**Doctors' Surgical Instrument Manufacturing Co, Ltd.**  
**Brindara, Ltd.**  
**R. B. Whitworth & Co, Ltd.**

**Hilary & Co, Ltd.**  
**Life Targets, Ltd.**  
**Thos. Rea & Sons Ltd.**  
**National Service Pensioners Freeholds, Ltd.**  
**Phillips, Leggett & Sheldrick, Ltd.**  
**Colombian Goldfields, Ltd.**  
**Livesey Mill Co (Blackburn) Ltd.**  
**Ballantyne, Hanson & Co Ltd.**  
**Leicester Pure Ice & Cold Storage Co, Ltd.**

# THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED,

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ESTABLISHED IN 1890.

**LICENSES INSURANCE.**

SPECIALISTS IN ALL LICENSING MATTERS.

Upwards of 750 Appeals to Quarter Sessions have been conducted under the direction and supervision of the Corporation.  
 Suitable Clauses for insertion in Leases or Mortgages of Licensed Property, Settled by Counsel, will be sent on application.

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The Corporation also insures risks in connection with FIRE, CONSEQUENTIAL LOSS, BURGLARY, WORKMEN'S COMPENSATION, FIDELITY GUARANTEE, THIRD PARTY, &c., under a perfected Profit-sharing system.

APPLY FOR PROSPECTUS.

## Creditors' Notices.

### Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Dec. 31.

BOLESWORTH, THOMAS JOHN, Moseley, Birmingham Feb 11 Lane & Co, Birmingham  
 BONEY, BENJAMIN NATHANIEL, Fokestown, Bournemouth Jan 31 Spooner, Plymouth  
 BROWN, RALPH, Cannes, France Feb 1 Leadbitter & Harvey, Newcastle upon Tyne  
 DAVIES, ELLEN LLOYD, Carmarthen Feb 1 Clarke & Co, Gresham House  
 DINGLE, JOHN WARR, Stoke, Devonport Jan 5 Goodman, Devonport  
 DUNNAGE, GEORGE ALCHIN, Platts in, Hampstead Feb 2 Mander & Sons, New sq, Lincoln's Inn  
 DURNFORD, DANIEL GEORGE, Charlwood st, Westminster, Printer's Reader Feb 7 Yielding & Co, Vincent sq, Westminster  
 FIELD, Capt STEPHEN, R.A.M.C., Mortimer West End, Berks Jan 31 Hatchett Jones & Co, Mark In  
 FORTER, RICHARD ALBERT, Maiden rd, Kentish Town, Funeral Furnisher Feb 9 Jennings, Kentish Town rd  
 FRIEDENSTEIN, JOSEPH, Canfield gdns, Hampstead Jan 31 Reed & Reed, Guildhall chmbrs  
 GIBBS, GEORGE ALBION, Weston super Mare Feb 1 Ford, Weston super Mare  
 GREENWAY, DAVENHAM, Beaconsfield, Bucks Jan 31 Costaker & Co, Darwen  
 HUGHES, THOMAS HUGHES FORD, Carmarthen Feb 1 Clarke & Co, Gresham House  
 JACK ANDREW BELKIRK, Chester Feb 15 Jolliffe & Hope, Chester  
 LEWIS, AMELIA, Ashby de la Zouch, Leicester Feb 1 Hall, Wolverhampton  
 MCGINIE, MARY HELEN, Eastbourne Jan 31 Gush & Co, Vinbury circus  
 MORRIS, WALTER JOHN, Worthing Feb 10 Marsh, Worthing  
 NICOL, Major WILFRED EDWARD, DSO, Cavendish sq Jan 23 Witham & Co, Gray's Inn sq  
 O'BRIEN, THOMAS CUTHBERT, Dublin, Ire'and Jan 31 Stanley & Co, Essex ct  
 OUTRAM, GEORGE, Croydon, Florist Jan 30 Rowland & Hutchinson, Croydon  
 ROEMPER, MARIA ALLEN, Saint Matthew's st, Westminster Feb 1 Drucis & Attlee, Billiter sq  
 ROSE, ANNIE MARY, Farsley, Yorks Jan 30 Wilson, Leeds  
 SAUNDERS, GEORGE WILLIAM, Bedford, Grocer Jan 14 Conquest & Co, Bedford  
 SOANE, EDWIN RICHARD, Cardiff Feb 6 Annear, Cardiff  
 STYMOUR, ELIZABETH CATERINE, Tunbridge Wells Jan 21 Strover, West Hartlepool  
 TRAFFART, ARTHUR, Hove, Sussex Feb 5 Transmar, Hove  
 STUART, WILLIAM JOHN, Warrington, Surrey Jan 31 Burchella, The Sanctuary, Westminster

London Gazette.—TUESDAY, Jan. 4.

ADAMS, JOHN HENRY, Congleton, Chester, Mechanical Engineer Feb 1 Edell & Co, King st  
 ARDY, HENRY JOHN ALFRED WILLIAM, Kinsale rd, Peckham Rye Feb 5 Scott, College hill  
 ARKWRIGHT, JOHN, Preston, Lancs, Furniture Dealer Jan 15 Taylor, Preston  
 ATKINSON, CATHERINE, Harrogate Feb 19 Spink & Brown, York

## Bankruptcy Notices.

London Gazette.—FRIDAY, Dec. 24.

## ADJUDICATIONS.

ASHBY, CHARLES EDWARD, Ramsgate, Coal Dealer Canterbury Pet Dec 21 Ord Dec 21  
 BERNETT, JOHN, Ecdunfield, Yorks, Butcher Sheffield Pet Dec 21 Ord Dec 21  
 COOPER, FRANK, Stockport, Cheshire, Grocer Stockport Pet Dec 21 Ord Dec 21  
 DRAKIN, GEORGE, Thrybergh, nr Rotherham, Newsagent's Assistant Sheffield Pet Dec 21 Ord Dec 21  
 DRAKE, CHARLEY, Brighouse, Motor and Cycle Engineer Halifax Pet Dec 21 Ord Dec 21  
 GOLDING, RICHARD SKERRETT, Lambourn, Berks, Race-horse Trainer Newbury Pet May 4 Ord Nov 26  
 GREEN, JOHN, Reading, Fruiterer Reading Pet Dec 20 Ord Dec 20  
 GRUHN, MAGDALEN, Copenhagen st, Islington High Court Pet Oct 12 Ord Dec 20  
 HAYES, MARY EDITH SOPHIA, and EVA MADELINE CHAMBERLAIN Coatham Redcar, Yorks Middlebrough Pet Dec 22 Ord Dec 23  
 JACKSON, JOSEPH, Egrement, Chester Birkenhead Pet Dec 21 Ord Dec 21  
 JEFFERY, BESSIE JANE, Margate Canterbury Pet Dec 18 Ord Dec 18  
 LEWIS, ANNIE, Torquay Exeter Pet Dec 21 Ord Dec 21  
 MCMAHON, PATRICK, Dover at High Court Pet Sept 13 Ord Dec 22  
 PICKERING, MARK, Leicester Leicester Pet Dec 21 Ord Dec 21  
 REAGAN, WILLIAM FREDERICK, Clements in High Court Pet Oct 6 Ord Dec 22  
 SCRUTTON, JOHN HUBERT, Berkeley, Glos, Tailor Gloucester Pet Dec 20 Ord Dec 20  
 SMITH, S (Mrs), Old Kent rd High Court Pet Oct 28 Ord Dec 20  
 STANFORD, CHARLES ERNEST, Margate, Dairyman Canterbury Pet Nov 24 Ord Dec 20  
 STUBBS THOMAS BUTTERY HENLOCK, Bromyard, Herefordshire, Corn Dealer Worcester Pet Dec 18 Ord Dec 18  
 WHITE, GEORGE COLVIN, Park pl, St James's st, Westminster High Court Pet Oct 23 Ord Dec 21  
 WHYTE, JOHN RICHARDS, Queen Street pl, South American Merchant High Court Pet June 10 Ord Dec 22

London Gazette.—TUESDAY, Dec. 28.

## RECEIVING ORDERS.

DONSTON, EDGAR PHILIP, Lower Seymour st, Portman sq Dentist High Court Pet June 23 Ord Dec 23  
 FELTHOUSE, ANNIE, Birkdale, Southport Liverpool Pet Dec 23 Ord Dec 23  
 HELME, WILLIAM, Piccadilly High Court Pet Sept 2 Ord Dec 23  
 LITTLEJOHN, DAVID, Wellington rd, St John's Wood, High Court Pet Oct 2 Ord Dec 22

MACKINTOSH, W. MACDONALD, Liverpool, Motor Dealer Liverpool Pet Dec 23 Ord Dec 23  
 REES, MARGARET, Newtown, Montgomery Newtown Pet Dec 23 Ord Dec 23

## RECEIVING ORDER RESCINDED AND PETITION DISMISSED.

ALSTON, A. Sharnbrook, Beds High Court Rec Ord Nov 23 Pet Oct 9 Res and Dis Dec 21

## FIRST MEETINGS.

HAYWOOD, CEDRIC THOMPSON, Thames Ditton, Surrey Build. Jan 5 at 11 132, York rd, Westminster Bridge rd  
 THE HOUSEHOLD FIRELIGHTER AND FIREWOOD CO, Southport, Lancs, Firewood Manufacturers Jan 7 at 11 30 Off Rec, Union Marine bldgs, 11, Dale st, Liverpool  
 JACKSON, JOSEPH, Egrement, Chester Jan 11 at 11 Off Rec, Union Marine bldgs, 11, Dale st, Liverpool  
 JAMES, THOMAS, Higher Transmere, Birkenhead, Wholesale Milk Dealer Jan 11 at 12 Off Rec, Union Marine bldgs, 11, Dale st, Liverpool  
 KIRBY, JOHN, Newcastle upon Tyne, Engineer Jan 7 at 11 Off Rec, 30, Mosley st, Newcastle upon Tyne  
 PATTERSON, JOSEPH ERNEST, Longsight, Manchester Motor Engineer Jan 7 at 3 Off Rec, Byrom st, Manchester  
 SHORT, BERTRAM, Neath, Laundry Proprietor Jan 4 at 11 Off Rec, Government bldgs, St Mary's st, Swansea  
 SLAVERY, SAMUEL FRANCIS, New castle under Lyme, Gun's Outfitter Jan 6 at 12 Off Rec, King st, Newcastle, Staffordshire  
 SYMES, ERNEST, Cinderford, Glos, Surgeon Jan 5 at 11 30 Off Rec, 26, Baldwin st, Bristol

## ADJUDICATIONS.

FELTHOUSE, ANNIE, Birkdale, Southport Liverpool Pet Dec 23 Ord Dec 23  
 KIRBY, JOHN, Newcastle upon Tyne, Engineer Newcastle upon Tyne Pet Dec 21 Ord Dec 23  
 REES, MARGARET, Newtown, Montgomery Newtown Pet Dec 23 Ord Dec 23  
 WILLS, JAMES JOHN, Bognor, Lodging-house Keeper Brighton Pet Dec 7 Ord Dec 23  
 Amended Notice substituted for that published in the London Gazette of June 29:  
 GILLING, GEOFFREY MARSTON, Whitehall ct, High Court Pet Mar 1 Ord June 15

London Gazette.—FRIDAY, Dec. 31.

## RECEIVING ORDERS.

BOARD, JOHN WILLIAM, Walmer, Kent, Riding Master Canterbury Pet Dec 23 Ord Dec 23  
 CHILTON, J E B, Darlington, Coal Merchant Stockton on Tees Pet Dec 10 Ord Dec 23

BAILEY, THOMAS PEARCE, Berkeley, Gloucester Feb 19 Meade-King & Co, Bristol  
 BARNER, JOHN, Bursledon, Southampton Jan 31 Newman, Southampton  
 BATES, Rev FREDERICK WALKER, Charles, Devon Jan 31 Riccard & Son, South Molton, North Devon  
 BOWERMAN, RICHARD JOHN, Gray's Inn sq, Solicitor Feb 16 Gamlen & Co, Gray's Inn sq  
 BROWN, JOHN, Acaster Malbis, York, Miller Feb 12 Kay, York  
 CANNON, ROBERT RICHARDS, Park rd, Dulwich Feb 5 Ald & Co, Brabant ct  
 COOKER, MARY IMOGEN, West Molesey, Surrey Feb 4 Perkins & Co, Gray's Inn sq  
 D'ALMEIDA, ANTONIO, Edgware rd, Restaurant Proprietor Feb 15 Roy & Cartwright, Co eman st  
 DANIELL, CAIRNES ANTHONY, Shanklin, Isle of Wight, Indian Civil Service Jan 31 Peters & Ellis, Guildhall chmbrs  
 DAVILA, JUAN MANUEL, Bogota, Republic of Colombia Feb 15 Simpson & Co, Gracechurch st  
 DEANE, JANE, St John's villas, Holloway Feb 15 Pearce & Sons, West Smithfield  
 ELD, JAMES HENRY, Fairfield villa, nr Bromsgrove, Worcester Feb 4 Bernard & Co, Southbridge  
 ETHELSTON, HERBERT WICKSTEAD, Wickstead hall, nr Whitechurch, Salop Feb 15 Cope New ct, Lincoln's Inn  
 FLETCHER, ARTHUR MONK, Blackpool, Solicitor Mar 1 Ascroft & Co, Blackpool  
 FOWLER, ROBERT RICHARD, Lingfield, Surrey, Race Course Manager Feb 9 Hugh, East Grinstead  
 FREEMAN, GEORGE WATLING, Southend on Sea Feb 7 Freeman, Southend on Sea  
 GEOTE, THOMAS, Dengie, Essex, Farmer Feb 1 Crick & Framm, Maldon  
 HAWLEY, FREDERICK JOHN, Kibworth Harcourt, Leicester Feb 29 J & S Harris, Leicester  
 HAYTER, ELLEN HESTER, Poole, Dorset Feb 1 Eaton, Poole  
 HAYTON, EDWARD MARK, Rosendale rd, Herne Hill Feb 20 Martin & Co, Ironmonger In  
 HOBSON, ELIZA ELLIS, Sheffield Jan 17 Richardson & Mitchell, Sheffield  
 LUYTON, REGINALD, Bradford, Wine Merchant Feb 1 Jeffery, Bradford  
 MAKINA, GEOFFREY, Queen's gate, Kensington Feb 3 Mackrell & Ward, Walbrook  
 MAKINA, HUGH, Queen's gate, Kensington Feb 3 Mackrell & Ward, Walbrook  
 MILLER, EDWARD JAMES, Dover Feb 2 Mowll & Mowll, Dover  
 MOLE, FRANCIS WALLINGTON, Surrey Feb 5 Edridge & Co, Croydon  
 MONTEFIORE, HENRIETTE FRANCESCA, Crawley, Sussex Feb 1 Dawes & Sons, Birch in In  
 MORIGGIA, ANTONIO, Gravedona, Italy Feb 15 Evans & Co, Theobald's rd  
 MORRIS, VICTOR, Woodstock rd, Turnham Green, Journalist Jan 31 Abbott, Long Acre  
 MOULD, HENRY, Stone, Stafford Jan 30 Ashmal, Hanley, Stoke on Trent  
 MULCASTER, RICHARD, Cumblyton, Cumberland Feb 1 Lumden junior, Gateshead  
 PHILPOT, MARY ANNE, Reigate Feb 10 Vaisly & Co, Lincoln's Inn fields  
 PRICE, JOHN, Upper Richmond rd, Putney Feb 11 Beamish & Co, Lincoln's Inn fields  
 REYNOLDS, JOHN WILLIAM, Cambridge Feb 16 West, Swanage  
 ROTHWELL, GEORGE, Throgmorton av, Stockbroker Feb 18 Smith & Co, London Wall  
 SANDERSON, STEPHEN, B-wick upon Tweed, Clerk of the Peace Feb 14 Sanderson & Co, Berwick upon Tweed  
 SLATER, WILLIAM HENRY, Mecklenburgh sq Jan 31 Bolton & Co, Temple gns, Temple  
 SMITH, JOHN, Liverpool rd, Islington Feb 1 Lumden junior, Gateshead  
 TAYLOR, EDWARD, Derby Feb 4 J & A Bright, Nottingham  
 WALKER, WILFRED BROOKETT, York Feb 7 Crust & Co, Beverley  
 WEBB, WILLIAM, Silverdale, Slings Feb 31 Tili, Newcastle under Lyme

COHEN & Co, Castle st, Falcon sq, Woollen Merchant High Court Pet Dec 5 Ord Dec 23  
 KENTON, DAVID, Nelson, Lancs, Automobile Engineer Burnley Pet Dec 23 Ord Dec 23  
 MARTIN, HERBERT LEOPOLD BRETT, Bournemouth, Grocer Poole Pet Dec 19 Ord Dec 29  
 Amended Notice substituted for that published in the London Gazette of Dec 24:  
 LOHR, VALENTINE, New Kent rd, Baker High Court Pet Nov 29 Ord Dec 22

## FIRST MEETINGS.

ADRY, GEORGE, Reading Jan 20 at 11 45 172, Friar st, Reading  
 BRUNSDEN, REGINALD LEONARD, Reading, Chemist Jan 20 at 11 45 172, Friar st, Reading  
 COHEN & Co, Castle st, Falcon sq, Woollen Merchant Jan 11 at 12 30 Bankruptcy bldgs, Croy at 11 15 Castle chmbrs, 6, Vernon st, Stockport  
 DONSTON, EDGAR PHILIP, Lower Seymour st, Portman sq Dentist Jan 11 at 12 Bankruptcy bldgs, Carey & Green, Reading, Fruiterer Jan 20 at 12 15 172, Friar st, Reading  
 HARRINGTON, WILLIAM FRANCIS, Brighton, Clothier Jan 7 at 12 Off Rec, 124, Marlborough pl, Brighton  
 HAYES, MARY EDITH SOPHIA, and EVA MADELINE CHAMBERLAIN, Redcar, Yorks Jan 7 at 11 30 Off Rec, Court chmbrs, Alb. rd, Middlebrough  
 HELME, WILLIAM, Piccadilly Jan 10 at 11 30 Bankruptcy bldgs, Carey at  
 HODDINOTE, GRENDALE, Torquay Jan 11 at 12 Off Rec, 9, Bedford cir, Exeter  
 LEWIS, ANNIE, Torquay Jan 11 at 12 30 Off Rec, 9, Bedford cir, Exeter  
 LITTLEJOHN, DAVID, Wellington rd, St John's Wood Jan 10 at 11 Bankruptcy bldgs, Carey at  
 LOHR, VALENTINE, New Kent rd, Baker Jan 1 at 1 Bankruptcy bldgs, Carey at  
 MCBAY, ANN, Canning Town, Essex Jan 10 at 1 Bankruptcy bldgs, Carey at  
 MARR, CHARLES, and FLORENCE MARR, Ardwick Manchester, Blouse Manufacturers Jan 7 at 2 30 Off Rec, Byrom st, Manchester  
 MAYROW, JAMES, Erdley cres, Earl's Court, Aeroplan Manufacturer Jan 10 at 12 Bankruptcy bldgs, Carey at  
 SCRUTTON, JOHN HUBERT, Berkeley, Glos, Tailor Jan 10 at 12 Off Rec, Station rd, Gloucester  
 WILLS, JAMES JOHN, Bognor, Lodging-house Keeper Jan 11 at 2 30 Off Rec, 124, Marlborough pl, Brighton

## ADJUDICATIONS.

BOARD, JOHN WILLIAM, Walmer, Kent, Riding Master Canterbury Pet Dec 23 Ord Dec 23  
 KENTON, DAVID, Nelson, Lancs, Automobile Engineer Burnley Pet Dec 23 Ord Dec 23



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